

**BOULT  
CUMMINGS  
CONNERS  
& BERRY**  
PLC

LAW OFFICES  
414 UNION STREET, SUITE 1600  
POST OFFICE BOX 198062  
NASHVILLE, TENNESSEE 37219

April A. Ingram  
(615) 252-2302  
Fax: (615) 252-6302  
Email: aingram@bccb.com

RECEIVED  
FEB 23 2000

00 FEB 23 AM 11 13

TELEPHONE (615) 244-2582  
FACSIMILE (615) 252-2380  
INTERNET WEB <http://www.bccb.com/>

February 23, 2000

**VIA HAND DELIVERY**

David Waddell  
Executive Director  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

00-00134

Re: Application of OptiLink Communications, Inc. for a Certificate of Convenience and Necessity to Provide Local Exchange Service, Intrastate Interexchange Services, and Alternate Operator Services Within Tennessee Docket No.

Dear Mr. Waddell:

OptiLink Communications, Inc. ("OptiLink" or "Applicant") hereby submits the enclosed Application, seeking authority to operate as a provider of facilities-based and resold local exchange service, intrastate interexchange service and alternate operator services within the state of Tennessee. An original and thirteen (13) copies are provided. Filed under separate cover is Exhibit "F" to the Application, which contains proprietary information. Because this information is highly confidential and proprietary, OptiLink requests that the Tennessee Regulatory Authority not disclose this financial information to the public or to any of OptiLink's competitors.

Also enclosed is a check in the amount of \$25.00 for filing fees. Notice of this filing has been served on interested parties.

Please date-stamp one copy and return it to the undersigned in the postage-paid envelope provided.

If you have any questions concerning this matter, or if you require additional information, please give me a call at 252-2302.

**PAID**  
2-23-00  
**POSTED**  
2-23-00

Walk-in  
CK# 523152  
25.00  
2/23/00

February 22, 2000  
Page 2

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

A handwritten signature in black ink, appearing to read "April A. Ingram", with a stylized flourish extending to the right.

By:  
April A. Ingram

AAI/

cc: Charles A. Hudak, Esq.

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY**

FEB 23 2000  
REGULATORY AUTHORITY

'00 FEB 23 AM 11 13

IN RE: )  
)  
APPLICATION OF OPTILINK )  
COMMUNICATIONS, INC. FOR A )  
CERTIFICATE OF PUBLIC CONVENIENCE )  
AND NECESSITY TO PROVIDE LOCAL )  
EXCHANGE SERVICE, INTRASTATE )  
INTEREXCHANGE TELECOMMUNICATIONS )  
SERVICES, AND ALTERNATE OPERATOR )  
SERVICES AS A COMPETITIVE )  
TELECOMMUNICATIONS SERVICE )  
PROVIDER WITHIN THE )  
STATE OF TENNESSEE )

EXECUTIVE SECRETARY

DOCKET NO. 00-00134

**APPLICATION OF OPTILINK COMMUNICATIONS, INC.**

**COMES NOW** OptiLink Communications, Inc. (the "Applicant"), a Georgia corporation, and hereby applies to the Tennessee Regulatory Authority (the "TRA") for a Certificate of Public Convenience and Necessity, pursuant to Section 65-4-201 *et seq.* of the Tennessee Code Annotated and the TRA's Rules and Regulations, authorizing Applicant to provide all forms of facilities-based and resold local exchange, long distance and alternate operator services as a competitive telecommunications service provider within the State of Tennessee. In compliance with the TRA's Rules and Regulations, the following information is provided.

**I. DESCRIPTION OF THE APPLICANT**

1. **Applicant's Name and Address.** Applicant's correct name and address is

OptiLink Communications, Inc.  
162 South Virginia Ave.  
Tifton, GA 31794  
Tel: (912) 382-4272  
Fax: (912) 382-6951

2. **Applicant's Corporate Structure.** Applicant was incorporated under the laws of the State of Georgia on April 22, 1998. A copy of Applicant's Certificate to Transact Business as a Foreign Corporation in the State of Tennessee is attached hereto at Exhibit "A". Applicant's certificate of incorporation, articles of incorporation and by-laws are attached hereto at Exhibit "B". An organizational chart showing Applicant's corporate structure is attached hereto at Exhibit "C".

3. **Applicant's Attorneys' Names and Addresses.** The correct name, address and telephone number of Applicant's attorneys are:

Henry Walker, Esq.  
April Ingram, Esq.  
Boult Cummings Conners & Berry PLC  
414 Union Street, Suite 1600  
P.O. Box 198062  
Nashville, Tennessee 37219  
Tel: (615) 252-2363  
Fax: (615) 252-6399

and

Charles A. Hudak, Esq.  
Gerry, Friend & Sapronov, LLP  
Three Ravinia Drive, Suite 1450  
Atlanta, Georgia 30346-2131  
Tel: (770) 399-9500  
Fax: (770) 395-0000

Mr. Hudak should be contacted in connection with questions regarding Applicant's general operation and management, as well as any tariff-related matters.

4. **Authorized Representative.** Upon grant of certification, the TRA should direct all correspondence, inquiries or data requests to:

Richard W. Gourley  
OptiLink Communications, Inc.  
162 South Virginia Avenue  
Tifton, Georgia 31794  
Tel: (912) 382-3635  
Fax: (912) 382-6951

with a copy to:

Charles A. Hudak, Esq.  
Gerry, Friend & Saprnov, LLP  
Three Ravinia Drive, Suite 1450  
Atlanta, Georgia 30346-2131  
Tel: (770) 399-9500  
Fax: (770) 395-0000

5. **Tennessee Offices.** Applicant does not maintain, and does not intend to maintain, an office in the State of Tennessee. Applicant's registered agent and address for service of process in the State of Tennessee is:

OptiLink Communications, Inc.  
c/o Corporation Service Company  
500 Tallan Building  
Two Union Square  
Chattanooga, Tennessee 37402

## **II. DESCRIPTION OF APPLICANT'S PROPOSED SERVICES**

6. **Description of Proposed Services.** Applicant seeks authority to provide local exchange service, intrastate, interLATA and intraLATA toll (as permitted by the TRA) telecommunications services, and operator services. Applicant intends to provide such services (i) by reselling the services of other certificated local exchange carriers, long distance carriers and alternate operator service providers operating in the State of Tennessee, and (ii) by leasing unbundled network elements obtained from certificated incumbent local exchange carriers operating in the State of Tennessee. Applicant will not require customers to purchase telephone customer premises equipment that is incompatible with the systems of other local exchange carriers in the event that a customer decides, in the future, to transfer its service to another local exchange carrier.

A. **Local Exchange Telecommunications Services.** Applicant requests authority to provide a wide variety of local voice and data telecommunications services to consumers in the State

of Tennessee, including single and multi-line residential and business services; complex services such as CENTREX, high-capacity private line (e.g. T-1, DS-1, DS-3, OC-3, OC-12), ISDN, digital subscriber line and frame relay services; directory listing services; and optional CLASS service features such as call waiting, call forwarding, three-way calling, speed dialing, call return, unpublished number and caller identification. Moreover, Applicant will provide those services required by TRA Rule 1220-4-8-.04(3)(b), either directly or through arrangements with other carriers or companies.

**B. Intrastate, Interexchange Telecommunications Services.** Applicant requests authority to resell the services of other certificated common carriers for the purpose of providing switched and switchless, intrastate, interLATA and intraLATA toll (as permitted by the TRA) voice and data telecommunications services. Specifically, Applicant requests authority to offer direct dial (“1+”) services, measured toll services, private line services, frame relay services, toll-free (*e.g.*, “800”, “888”) services, travel card services and prepaid calling card services throughout the State of Tennessee.

**C. Intrastate Alternate Operator Services.** Applicant requests authority to provide a wide variety of intrastate, local exchange, intraLATA toll and interLATA (as permitted by the TRA) alternate operator service calls which (i) are originated using Applicant’s operator services, (ii) are billed to the consumer or to a specified location, and (iii) require operator assistance, including, but not limited to:

- (i) Station-to-station operator assisted calls utilizing participating and valid Bell operating company or independent telephone company calling cards, or non-proprietary calling cards issued by long distance companies;
- (ii) Operator assisted calls utilizing participating commercial credit cards;

- (iii) Collect (billed to called number) calls;
- (iv) Calls billed to valid third party telephone numbers;
- (v) Person-to-person credit card and/or calling card calls; and
- (vi) Customer dialed calls (i.e., 0 + area code + seven digits + credit card number and billable to credit/calling card accounts as provided under (a) and (b) above).

**D. Billing and Customer Service Information.** Applicant intends to enter into direct billing arrangements with consumers in the State of Tennessee. The charges, based upon the rates which will be set forth in Applicant's tariff, Applicant's name, and its telephone number for customer assistance will appear on all invoices. In addition, consumers may contact Applicant's customer service representatives regarding a broad range of service matters, including: (i) the types of services offered by Applicant and the rates associated with such services; and (ii) problems or concerns pertaining to the consumer's current service. Applicant's customer service representatives will be available to assist consumers twenty-four (24) hours per day, seven (7) days per week. Applicant is in the process of establishing a toll-free customer service telephone number for this purpose. Upon establishing such a toll-free telephone number, Applicant will promptly notify the TRA of same.

**7. Geographic Area to Be Served.** Applicant proposes to serve the entire State of Tennessee to the fullest extent permitted by Tennessee law and the orders, rules and regulations of the TRA.

**8. Tariff.** Applicant proposes to offer local exchange, intrastate, long distance, and alternate operator services within the State of Tennessee as further described in its proposed tariff, attached hereto at Exhibit "D". Modifications to this tariff, once approved, shall be made on such notice as is required by the TRA's rules.

### **III. APPLICANT'S TECHNICAL, FINANCIAL AND MANAGERIAL QUALIFICATIONS**

9. **Technical and Managerial Expertise.** Applicant has sufficient technical and managerial ability to provide the services for which authority is requested in this Application. A list of Applicant's officers and directors, as well as a description of Applicant's management team, is attached hereto at Exhibit "E". Applicant is currently certificated to provide the telecommunications services described herein in the states of Alabama, Georgia and South Carolina. Furthermore, Applicant has filed, or is in the process of filing, applications for authority to provide the telecommunications services described herein in the states of Florida, Kentucky, Mississippi and North Carolina. Moreover, Applicant has not been denied authority to provide intrastate telecommunications services in any state and has not been subject to any regulatory penalties for violating state or federal telecommunications statutes, rules or regulations (e.g., slamming).

10. **Financial Capability.** Applicant possesses sufficient financial capability to provide its local exchange, long distance and alternate operator services on a continuous basis in the State of Tennessee. As a wholly-owned subsidiary of DURO Communications, Inc., Applicant has the assurance of its parent that it will be provided the resources necessary to provide continuous, reliable telecommunications services to customers in Tennessee. The financial statements of DURO Communications, Inc., dated as of September 30, 1999, are attached hereto at Exhibit "F". At this time, Applicant does not receive reciprocal compensation from any local exchange carrier for the transport and termination of Internet traffic.

11. **Compliance with Laws.** By submitting this application, and by participating in all proceedings necessary to effect certification, Applicant hereby asserts its willingness and ability to comply with all rules and regulations that the TRA may impose subject to Tennessee law as now or hereafter enacted. Accordingly, by this application, Applicant seeks such approval and



authority as may be required for Applicant to provide local exchange, long distance and alternate operator services throughout the entire State of Tennessee.

12. **Notice to Incumbent Local Exchange Carriers.** Pursuant to the rules and regulations of the TRA, notice of this Application is being provided to all incumbent local exchange carriers in Tennessee contemporaneously with its filing with the TRA.

13. **Procedure for Verifying Customer Ordered Changes.** Applicant intends to comply with all applicable state or federal telecommunications statutes, rules or regulations governing the processing, verification and implementation of customer-ordered changes. Further, in order to limit customer confusion regarding Applicant's services and to avoid processing unauthorized service change requests, Applicant will not accept or implement verbal requests for carrier changes.

14. **Small and Minority-Owned Telecommunications Business Plan.** Pursuant to Tennessee Code Annotated, Section 65-4-212, Applicant's Small and Minority-Owned Telecommunications Business Plan is attached hereto at Exhibit "G".

15. **Year 2000 Compliance.** Applicant's Year 2000 Readiness Disclosure is attached hereto at Exhibit "H".

16. **Toll Dialing Parity Plan.** Applicant's Toll Dialing Parity Plan is attached hereto at Exhibit "I".

17. **Rural Telephone Companies and Telephone Cooperatives.** Unless otherwise permitted by federal or state law, Applicant does not intend to offer local exchange services in areas served by any incumbent local exchange carrier with fewer than 100,000 total access lines, unless the incumbent has voluntarily entered into an agreement with a competing telecommunications service provider or the incumbent has applied to provide telecommunications services in an area outside of its service area (existing as of June 6, 1995). Applicant also does not intend to provide its services

in any area served by a telephone cooperative unless otherwise permitted by applicable federal or state law. Applicant reserves the right to expand its operations into these areas should any rulings of the TRA or of any court or applicable administrative agency allow the provision of service in such areas.

18. **Mergers, Acquisitions and Corporate Structure.** Applicant is not currently involved in any mergers or acquisitions.

19. **Pre-Filed Testimony.** The Pre-Filed Testimony of Richard W. Gourley, Applicant's Vice President, is attached hereto at Exhibit "J".

20. **Sample Bill.** Applicant is in the process of developing a billing system for use in the State of Tennessee. At this time, Applicant intends that the charges, based upon the rates which will be set forth in Applicant's tariff, Applicant's name, and its telephone number for customer assistance will appear on all invoices. Applicant will supply a copy of its proposed billing invoice to the TRA upon completion of the billing system.

#### **IV. ARGUMENT IN SUPPORT OF APPLICATION**

21. **Public Interest, Convenience and Necessity.** TRA approval of the matters described herein is in the public interest. Grant of Applicant's request for authority to provide all forms of intrastate telecommunications services will increase competition for consumers of such services within the State of Tennessee. Competition, in turn, will encourage efforts by other certificated telecommunications providers to broaden the range of choices for Tennessee consumers of local exchange, long distance and alternate operator services. Applicant submits that, based on the information supplied herein, its proposed service offerings will provide Tennessee consumers with high quality telecommunications products and services at reasonable rates while encouraging

innovation and efficiency among all providers of telecommunications products and services in the state.

**WHEREFORE**, Applicant respectfully requests that the TRA:

- (1) issue a Certificate of Public Convenience and Necessity authorizing it to engage in the provision of local exchange, long distance and alternate operator services within the State of Tennessee (as described in this application); and
- (2) grant any other and additional relief that the TRA may deem just and proper.

Respectfully submitted this 23<sup>rd</sup> day of February, 2000.


**GERRY, FRIEND & SAPRONOV, LLP**

  
CHARLES A. HUDAK, Esq.

Three Ravinia Drive, Suite 1450  
Atlanta, GA 30346-2131  
Tel: (770) 399-9500  
Fax: (770) 395-0000

AND

**BOULT CUMMINGS CONNERS & BERRY, PLC**

  
HENRY WALKER, Esq.  
APRIL INGRAM, Esq.

414 Union Street  
P.O. Box 198062  
Suite 1600  
Nashville, Tennessee 37219  
(615) 252-2399

COUNSEL FOR OPTILINK COMMUNICATIONS, INC.

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY**

IN RE:

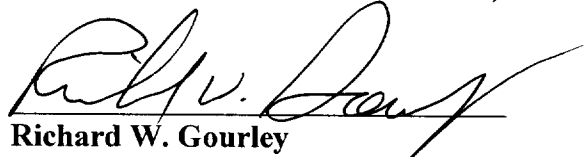
APPLICATION OF OPTILINK  
COMMUNICATIONS, INC. FOR A  
CERTIFICATE OF PUBLIC CONVENIENCE  
AND NECESSITY TO PROVIDE LOCAL  
EXCHANGE SERVICE, INTRASTATE  
INTEREXCHANGE TELECOMMUNICATIONS  
SERVICES, AND ALTERNATE OPERATOR  
SERVICES AS A COMPETITIVE  
TELECOMMUNICATIONS SERVICE  
PROVIDER WITHIN THE  
STATE OF TENNESSEE

DOCKET NO. \_\_\_\_\_

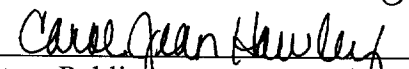
**VERIFICATION**

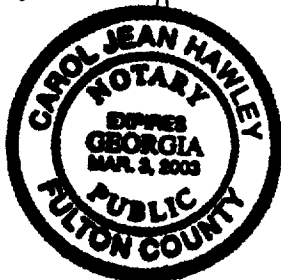
The undersigned attests that he has reviewed this filing on behalf of OptiLink Communications, Inc. ("Applicant") in the above-mentioned proceeding; that it appears to be true and correct; and that it is hereby adopted on behalf of Applicant. By this application, and participating in all proceedings necessary to effect certification, Applicant hereby asserts its willingness and ability to comply with all rules and regulations that the Tennessee Regulatory Authority may impose subject to Tennessee law as now or hereafter enacted.

**OPTILINK COMMUNICATIONS, INC.**

  
Richard W. Gourley  
Vice President

This document was signed in my presence  
on the 2nd day of February, 2000.

  
\_\_\_\_\_  
Notary Public



## **NOTICE OF FILING**

OptiLink Communications, Inc. has filed an Application with the Tennessee Regulatory Authority for a Certificate of Convenience and Necessity as a Competing Telecommunications Service Provider. The undersigned hereby certifies that a copy of this notice and a copy of the Application has been served on the following persons via U.S. Mail this 23rd day of February, 2000:

Guy M. Hicks  
BellSouth Telecommunications, Inc.  
333 Commerce Street, Suite 2101  
Nashville, TN 37201-3300

T. G. Pappas, Esq.  
Bass, Berry & Sims  
2700 First American Center  
313 Deaderick Street  
Nashville, Tennessee 37238-2700

James B. Wright, Esq.  
United Telephone-Southeast, Inc.  
14111 Capital Boulevard  
Wake Forest, NC 27587-5900

Ardmore Telephone Company, Inc.  
Terry Wales, General Manager  
P.O. Box 549  
517 Ardmore Avenue  
Ardmore, TN 38449

Century Telephone of Adamsville  
David Dickey, Division Manager  
P.O. Box 405  
116 N. Oak Street  
Adamsville, TN 38310

Century Telephone of Claiborne  
Don Ray Fannon, Division Manager  
P.O. Box 100  
57 Main Street  
New Tazewell, TN 37825

Century Telephone of Ooltewah-Collegedale, Inc.  
Terry Crutchfield, Division Manager  
P.O. Box 782  
5616 Main Street  
Ooltewah, TN 37363

Citizens Telephone Company of Tennessee  
Citizens Telecommunications Company of the Volunteer State  
Mike Swatts, State Regulatory Director, South  
P.O. Box 770  
300 Bland Street  
Bluefield, WV 24701

TDS Telecom-Tellico Telephone Company, Inc.  
P.O. Box 9  
102 Spence Street  
Tellico Plains, TN 37385-0009

Loretto Telephone Company, Inc.  
Louise Brown, President  
P.O. Box 130  
Loretto, TN 38469

Millington Telephone Company, Inc.  
W. S. Howard, President  
4880 Navy Road  
Millington, TN 38053

Sprint-United  
Steve Parrott  
Director-Regulatory Affairs  
112 Sixth Street  
Bristol, TN 37620

TDS Telecom-Concord Telephone Exchange, Inc.  
Jerry R. Parkerson, Manager  
P.O. Box 22610  
701 Concord Road  
Knoxville, TN 37933-0610

TDS Telecom-Humphreys County Telephone Company  
Bernard R. Arnold, Manager  
P.O. Box 552  
203 Long Street  
New Johnsonville, TN 37134-0552


TDS Telecom-Tennessee Telephone Company  
P.O. Box 18139  
Knoxville, TN 37928-2139

TEC-Crockett Telephone Company, Inc.  
P.O. Box 7  
Friendship, TN 38034

TEC-People's Telephone Company, Inc.  
P.O. Box 310  
Erin, TN 37061

TEC-West Tennessee Telephone Company, Inc.  
P.O. Box 10  
244 E. Main Street  
Bradford, TN 38316

United Telephone Company  
P.O. Box 38  
120 Taylor Street  
Chapel Hill, TN 37034

  
\_\_\_\_\_  
April A. Ingram

**EXHIBIT “A”**

**CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS  
AS A FOREIGN CORPORATION**



# Secretary of State

## Corporations Section

James K. Polk Building, Suite 1800  
Nashville, Tennessee 37243-0306

DATE: 01/27/99  
REQUEST NUMBER: 3614-2746  
TELEPHONE CONTACT: (615) 741-2286  
FILE DATE/TIME: 01/27/99 1004  
EFFECTIVE DATE/TIME: 01/27/99 1004  
CONTROL NUMBER: 0364781

TO:  
OPTILINK COMMUNICATIONS, INC.  
162 SOUTH VIRGINIA  
AVENUE  
TIFTON, GA 31794

RE:  
OPTILINK COMMUNICATIONS, INC.  
APPLICATION FOR CERTIFICATE OF AUTHORITY -  
FOR PROFIT

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED CERTIFICATE OF  
AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE  
ON OR BEFORE THE FIRST DATE OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE  
CORPORATION'S FISCAL YEAR. PLEASE PROVIDE THIS OFFICE WITH WRITTEN  
NOTIFICATION OF THE CORPORATION'S FISCAL YEAR. THIS OFFICE WILL MAIL THE  
REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE  
ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS  
OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED  
AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE REVOCATION  
OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR  
FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

-----  
FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -  
FOR PROFIT

ON DATE: 01/27/99

FROM:  
TSIO (BOX 120598)  
P. O. BOX 120598

	FEES	
RECEIVED:	\$600.00	\$0.00
TOTAL PAYMENT RECEIVED:	\$600.00	

NASHVILLE, TN 37212-0000

RECEIPT NUMBER: 00002422092  
ACCOUNT NUMBER: 00000499



*Riley C. Darnell*

RILEY C. DARNELL  
SECRETARY OF STATE

# Secretary of State

## Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

DOCKET NUMBER : K90220521  
CONTROL NUMBER : K815438  
DATE INC/AUTH/FILED: 04/22/1998  
JURISDICTION : GEORGIA  
PRINT DATE : 01/22/1999  
FORM NUMBER : 211

RILEY DARNELL  
SECRETARY OF STATE

CSC

HEATHER K. KLINZING

100 PEACHTREE ST., STE. 660

ATLANTA, GA 30303

### CERTIFICATE OF EXISTENCE

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

#### OPTILINK COMMUNICATIONS, INC. A DOMESTIC PROFIT CORPORATION

was formed in the jurisdiction stated above or was authorized to transact business in Georgia on the above date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.



Cathy Cox  
Secretary of State

**EXHIBIT "B"**

**CERTIFICATE OF INCORPORATION,  
ARTICLES OF INCORPORATION AND BY-LAWS**

Secretary of State  
Corporations Division  
Suite 315, West Tower  
2 Martin Luther King Jr. Dr.  
Atlanta, Georgia 30334-1530

EXHIBIT A      PAGE 1 of 4  
CONTROL NUMBER: 9815438  
EFFECTIVE DATE: 04/22/1998  
COUNTY : TIFT  
REFERENCE : 0007  
PRINT DATE : 04/22/1998  
FORM NUMBER : 311

MR. LYNN KELLEY  
P. O. BOX 7170  
TIFTON, GA 31793

CERTIFICATE OF INCORPORATION

I, Lewis A. Massey, the Secretary of State and the Corporation  
Commissioner of the State of Georgia, do hereby certify under the  
seal of my office that

OPTILINK COMMUNICATIONS, INC.  
A DOMESTIC PROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia  
on the effective date stated above by the filing of articles of  
incorporation in the office of the Secretary of State and by the  
paying of fees as provided by Title 14 of the Official Code of  
Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the  
State of Georgia on the date set forth above.



*Lewis A. Massey*

Lewis A. Massey  
Secretary of State

**ARTICLES OF INCORPORATION**  
**OF**  
**OPTILINK COMMUNICATIONS, INC.**

**I.**

The name of the corporation is:

OPTILINK COMMUNICATIONS, INC.

**II.**

The corporation shall have authority to issue not more than 100,000 shares of common stock of no par value.

**III.**

The initial registered office of the corporation is 162 S. Virginia Avenue, Tifton, Georgia 31794. The initial registered agent of the corporation at the aforesaid address is Betty A. Gleaton, and her written consent to such appointment is attached to these Articles of Incorporation.

**IV.**

The name and address of the incorporator are: Betty A. Gleaton, 162 S. Virginia Avenue, Tifton, Georgia 31794.

**V.**

The mailing address of the initial principal office of the corporation is P. O. Box 7501, Tifton, Georgia 31793.

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation as attorney at law for the incorporator.

ALLEN, KELLEY & SOWELL, P. C.

BY: 

Lynn Kelley  
Attorneys for Optilink Communications,  
Inc.

98 APR 22 PM 1:55  
RECEIVED  
SECRETARY OF STATE  
SOUTH GA OFFICE

**BY-LAWS**  
**OF**  
**OPTILINK COMMUNICATIONS, INC.**

ARTICLE ONE

Offices

1.1 Registered Office and Agent. The original address of the registered office of the corporation and the name of the original registered agent at such address is as is stated in the Articles of Incorporation. The Board of Directors shall immediately fill any vacancy in said office, and the registered office shall be the street address of the new registered agent.

1.2 Other Offices. The corporation may have offices at such place or places within or without the State of Georgia as the Board of Directors may from time to time appoint or the business of the corporation may require or make desirable.

ARTICLE TWO

Shareholders' Meetings

2.1 Place of Meetings. Meetings of the shareholders may be held at any place within or without the State of Georgia as set forth in the notice thereof, or in the event of a meeting held pursuant to waiver of notice, as may be set forth in the waiver, or if no place is so specified, at the registered office of the corporation.

2.2 Annual Meetings. The annual meeting of the shareholders shall be held prior to and on the same day in each year as that set for the annual meeting of the Board of Directors for the purpose of electing directors and transacting any and all business that may properly come before the meeting.

2.3 Substitute Annual Meeting. If the annual meeting is not held on the day designated in Section 2.2, any business, including the election of directors, which might properly have been acted upon at that meeting may be acted upon at any subsequent shareholders' meeting held pursuant to these by-laws or to a court order requiring a substitute annual meeting.

2.4 Special Meetings. Special meetings of the shareholders may be called at any time by the president, the Board of Directors, or by the holders of forty percent (40%) or more of all the shares entitled to vote.

2.5 Notice of Meetings. Unless waived as contemplated in Section 5.2 or by attendance at the meeting, either in person or by proxy, for any purpose other than to object to the transaction of business, a written or printed notice of each shareholders' meeting stating the place, day, and hour of the meeting shall be delivered not less than ten (10) days or more than fifty (50) days after the date thereof, either personally or by mail, by or at the direction of the president or secretary or other person calling the meeting, to each shareholder of record entitled to vote at such meeting. In the case of an annual or substitute annual meeting, the notice of the meeting need not state the purpose or purposes of the meeting unless the purpose or purposes constitute a matter which the Georgia Business Corporation Code requires to be stated in the notice of the meeting. In the case of a special meeting, the notice of meeting shall state the purpose or purposes for which the meeting is called.

2.6 Quorum. At all meetings of the shareholders, the presence, in person or by proxy, of the holders of more than one-half (1/2) of the shares outstanding and entitled to vote shall constitute a quorum. If a quorum is present, a majority of the shares outstanding and entitled to vote which are represented at any meeting shall determine any matter coming before the meeting unless a different vote is required by statute, by the articles of incorporation, or by these by-laws. The shareholders at a meeting at which quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than quorum.

2.7 Voting of Shares. Each outstanding share having voting rights shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. Voting on all matters shall be by voice or by show of hands unless any qualified voter, prior to the voting on any matter, demands vote by ballot, in which case each ballot shall state the name of the shareholder voting and the number of shares voted by him; and if such ballot be cast by proxy, it shall also state the name of such proxy.

2.8 Proxies. A shareholder entitled to vote pursuant to Section 2.7 may vote in person or by proxy executed in writing by the shareholder or by his attorney-in-fact. A proxy shall not be valid after eleven (11) months from the date of its execution, unless a longer period is expressly stated therein. If the validity of any proxy is questioned, it must be submitted to the secretary of the shareholders' meeting for examination or to a proxy officer of committee appointed by the person presiding at the meeting. The secretary of the meeting or, if appointed, the proxy officer of the committee, shall determine the validity or invalidity of any proxy submitted and reference by the secretary in the minutes of the meeting to the regularity of a proxy shall be received as prima facie evidence of the facts stated for the purpose of establishing the presence of a quorum at such meeting and for all other purposes.

2.9 Presiding Officer. The president, or in her absence, the vice-president, shall serve as Chairman of every shareholder's meeting unless some other person is elected to serve as chairman by majority vote of the shares represented at the meeting. The chairman shall appoint such persons as she deems required to assist with the meeting.



2.10 Adjournments. Any meeting to the shareholders, whether or not a quorum is present, may be adjourned by the holders of a majority of the voting shares represented at the meeting to reconvene at a specific time and place. It shall not be necessary to give any written notice of a reconvened meeting or of the business to be transacted, if the time and place of the reconvened meeting are announced at the meeting which was adjourned. At any such reconvened meeting at which a quorum is represented or present, any business may be transacted which could have been transacted at the meeting which was adjourned.

2.11 Action of Shareholders Without a Meeting. Any action which may be taken at a meeting of the shareholders may be taken without a meeting if a written approval and consent, setting forth the action authorized, shall be signed by each of the shareholders entitled to vote on the date on which the last such shareholder signs such approval and consent and upon the filing of such approval and consent with the officer of the corporation having custody of its books and records. Such approval and consent so filed shall have the same effect as a unanimous vote of the shareholders at a special meeting called for the purpose of considering the action and authorized.

### ARTICLE THREE

#### The Board of Directors

3.1 General Powers. The business and affairs of the corporation shall be managed by the Board of Directors. In addition to the powers and authority expressly conferred upon it by these by-laws, the Board of Directors may exercise all such powers of the corporation and do all such lawful acts and things as are not by law, by any legal agreement among shareholders, by the articles of incorporation, or by these by-laws directed or required to be exercised or done by the shareholders.

3.2 Number, Election, and Term of Office. Unless Georgia law permits a lesser number, the number of directors of the corporation shall be no less than two (2) nor more than five (5), the precise number to be fixed by resolution of the shareholders from time to time. Except as provided in Section 3.4, the directors shall be elected by affirmative vote of a majority of the shares represented at the annual meeting. Each director, except in case of death, resignation, retirement, disqualification, or removal, shall serve until the next succeeding annual meeting and thereafter until his or her successor shall have been elected and qualified.

3.3 Removal. Any director may be removed from office with or without cause by the affirmative vote of the holder of majority of the shares entitled to vote at any election of directors. Removal action may be taken at any shareholders' meeting with respect to which notice of such purpose has been given, and a removed director's successor may be elected at the same meeting to serve the unexpired term.

3.4 Vacancies. A vacancy occurring in the Board of Directors, except by reason of removal of a director, may be filled for the unexpired term, and until the shareholders shall have

elected a successor, by affirmative vote of a majority of the directors remaining in office though less than a quorum of the Board of Directors.

3.5 Compensation. Directors may receive such compensation for their services as directors as may from time to time be fixed by vote of the Board of Directors or the shareholders. A director may also serve the corporation in a capacity other than that of director and receive compensation, as determined by the Board of Directors, for services rendered in that other capacity.

3.6 Committee of the Board of Directors. The Board of Directors by resolution adopted by a majority of the full Board of Directors may designate from among its members an executive committee and one or more other committees, each consisting of three or more directors. Except as prohibited by law, each committee shall have the authority set forth in the resolution establishing said committee.

## ARTICLE FOUR

### Meetings of the Board of Directors

4.1 Regular Meetings. Regular meetings of the Board of Directors shall be held immediately after the annual meeting of the shareholders or any meeting held in lieu thereof. In addition, the Board of Directors may schedule other meetings to occur at regular intervals throughout the year.

4.2 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the president, or in her absence by the secretary of the corporation, or by any two directors in the office at that time.

4.3 Place of Meeting. Directors may hold their meetings at any place within or without the State of Georgia as the Board of Directors may from time to time establish for regular meetings or as is set forth in the notice of special meetings or, in the event of a meeting held pursuant to waiver of notice, as may be set forth in the waiver.

4.4 Notice of Meetings. No notice shall be required for any regularly scheduled meeting of the directors of the corporation. Unless waived as contemplated in Section 5.2, the president or secretary of the corporation or any director thereof shall give notice to each director of each special meeting stating the time, place, and purpose of the meeting. Such notice shall be given by mailing a notice of the meeting at least five (5) days before the date of the meeting, or by telephone or personal delivery at least three (3) days before the date of the meeting. Attendance by the director at a meeting shall constitute waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called. No notice of any meeting of the Board of Directors need state the purpose of the meeting.

4.5 Quorum. At meetings of the Board of Directors, more than one-half (1/2) of the directors then in office shall be necessary to constitute a quorum for the transaction of business. In no case shall less than one-third (1/3) of the total number of directors authorized at that time nor less than two directors constitute a quorum, except that when the Board of Directors consists of only one director, then one director shall constitute a quorum.

4.6 Vote Required by Action. Except as otherwise provided in this section or by law, the act of a majority of the directors shall be the act of the Board of Directors. Adoption, amendment, and repeal of a by-law is provided for in Article Eleven of these by-laws. Vacancies in the Board of Directors may be filled as provided in Section 3.4 of these by-laws.

4.7 Action by Directors Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a written consent thereto shall be signed by all the directors and such written consent is filed with the minutes of the proceedings of the Board. Such consent shall have the same force and effect as a unanimous vote of the Board of Directors.

4.8 Adjournments. A meeting of the Board of Directors, whether or not a quorum is present, may be adjourned by a majority of the directors present to reconvene at a specific time and place. It shall not be necessary to give notice of the reconvened meeting or of the business to be transacted, other than by announcement at the meeting which was adjourned. At any such reconvened meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting which was adjourned.

## ARTICLE FIVE

### Notice and Waiver

5.1 Procedure. Whenever these by-laws require notice to be given to any shareholder or director, the notice shall be given as prescribed in Sections 2.5 and 4.4 for any stockholder or director respectively. Whenever notice is given to a shareholder or director by mail, the notice shall be sent first-class mail by depositing the same in a post office or letter box in a postage-prepaid, sealed envelope addressed to the shareholder or director at his address as it appears on the books of the corporation, and such notice shall be deemed to have been given at the time the same is deposited in the United States Mail.

5.2 Waiver. Whenever any notice is required to be given by any shareholder or director by law, by the articles of incorporation, or by these by-laws, a waiver thereof in writing signed by the director or shareholder entitled to such notice or by the proxy of such shareholder, whether before or after the meeting to which the waiver pertains, shall be deemed equivalent thereto.

## ARTICLE SIX

### Officers

6.1 Number. The executive officers of the corporation shall consist of a president, one or more vice-presidents as determined or designated by the Board of Directors, a secretary, and treasurer. The Board of Directors shall from time to time create and establish duties of such other officers or assistant officers as it deems necessary for the efficient management of the corporation, but the corporation shall not be required to have at any time any officers other than a president, secretary, and treasurer. Any two or more offices may be held by the same person.

6.2 Election and Term. All executive officers shall be elected by the Board of Directors and shall serve at the will of the Board of Directors and until their earlier death, resignation, removal, retirement, or disqualification.

6.3 Compensation. The compensation of all executive officers of the corporation shall be fixed by the Board of Directors.

6.4 Removal. Any officer or agent elected by the Board of Directors may be removed by the Board of Directors at any meeting with respect to which notice of such purpose has been given to the members thereof.

6.5 President. The president shall be the chief executive officer of the corporation and shall have general supervision of the business of the corporation. She shall see that all orders and resolutions of the Board of Directors are carried into effect. The president shall perform such other duties as may from time to time be delegated to her by the Board of Directors.

6.6 Vice-Presidents. The vice-president shall in the absence or disability of the president, or at the direction of the president, perform the duties and exercise the powers of the president. If the corporation has more than one vice-president, the one designated by the Board of Directors shall act in lieu of the president. Vice-Presidents shall perform whatever duties and have whatever powers the Board of Directors may from time to time assign.

6.7 Secretary. The secretary shall keep accurate records of the acts and proceedings of all meetings of shareholders, directors, and committee of directors. He shall be custodian of the corporate books, records, contracts, and other documents. The secretary may affix the corporate seal to any lawfully executed documents requiring it and shall sign such instruments as may require his signature. The secretary shall perform whatever additional duties and have whatever additional powers the Board of Directors may from time to time assign him.

6.8 Treasurer. The treasurer shall have custody of all funds and securities belonging to the corporation and shall receive, deposit, or disburse the same under the direction of the Board of Directors. The treasurer shall keep full and true accounts of all receipts and disbursements and shall make such reports of the same to the Board of Directors and president upon request.

The treasurer shall perform all duties as may be assigned to him from time to time by the Board of Directors.

6.9 Assistant Secretary and Assistant Treasurer. The assistant secretary and assistant treasurer shall, in the absence or disability of the secretary or the treasurer, respectively, perform the duties and exercise the powers of those offices, and they shall in general, perform such other duties as shall be assigned to them by the Board of Directors or by the person appointing them. Specifically, the assistant secretary may affix the corporate seal to all necessary documents and attest the signature of any officer of the corporation.

6.10 Bonds. The Board of Directors may by resolution require any or all of the officers, agents, or employees of the corporation to give bonds to the corporation, with sufficient surety or sureties, conditioned on the faithful performance of the duties of their respective offices or positions, and to comply with such other conditions as may from time to time be required by the Board of Directors.

6.11 Reimbursement by Officers. Any payment made to an officer of the corporation such as salary, commission, bonus, interest, or rent, or entertainment expense incurred by him which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such officer to the corporation to the full extent of such disallowance. It shall be the duty of the Board of Directors to enforce payment of each such amount disallowed. In lieu of payment by the officer, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the corporation has been recovered.

## ARTICLE SEVEN

### Dividends

7.1 Time and Conditions of Declaration. Dividends upon the outstanding shares of the corporation may be declared by the Board of Directors at any regular or special meeting and paid in cash or property, only out of the unreserved and unrestricted earned surplus of the corporation, or out of the unreserved and unrestricted net earnings of the current fiscal year or the next preceding fiscal year.

7.2 Reserves. Before the payment of any dividend or the making of any distribution of profits, there shall be set aside out of the earned surplus or current net earnings of the corporation such sums as the Board of Directors from time to time in its absolute discretion deems proper as a reserve fund to meet contingencies, to pay and discharge indebtedness, or to fulfill other purposes which the Board of Directors shall deem to be in the best interest of the corporation.

7.3 Share Dividends - Treasury Shares. Dividends may be declared by the Board of Directors and paid in the shares of the corporation out of any treasury shares that have been reacquired out of the surplus of the corporation.

7.4 Share Dividends - Unissued Shares. Dividends may be declared by the Board of Directors and paid in the authorized but unissued shares of the corporation out of any unreserved and unrestricted surplus of the corporation; provided that such shares shall be issued at not less than the par value thereof, and there shall be transferred to stated capital at the time such dividend is paid an amount of surplus at least equal to the aggregate par value of the shares to be issued as a dividend.

7.5 Share Splits. A split or division of the issued shares of any class into a greater number of shares of the same class without increasing the stated capital of the corporation shall not be construed to be share dividend within the meaning of this Article.

## ARTICLE EIGHT

### Shares Capital Stock

8.1 Authorization and Issuance of Shares. The par value of the maximum number of shares of any class of the corporation which may be issued and outstanding shall be as set forth from time to time in the articles of incorporation of the corporation. The Board of Directors may increase or decrease the number of issued and outstanding shares of the corporation within the maximum authorized by the articles of incorporation and the minimum requirements of the articles or Georgia law.

8.2 Share Certificates. Interest of each shareholder shall be evidenced by a certificate or certificates representing shares of the corporation which shall be in such form as the Board of Directors may from time to time adopt in accordance with Georgia law. Share certificates shall be consecutively numbered, shall be in registered form, and shall indicate the date of issue and all such information shall be entered on the corporation's books. Each certificate shall be signed by the president or a vice president and the secretary or an assistant secretary and shall be sealed with the seal of the corporation or a facsimile thereof; provided, however, that where such certificate is signed by a transfer agent, or registered by a registrar, the signature of any such officer may be a facsimile. In case any officer or officers who shall have signed or whose facsimile signature shall have been placed upon a share certificate shall have ceased for any reason to be such officer or officers of the corporation before such certificate is issued, such certificate may be issued by the corporation with the same effect as if the person or persons who signed such certificate or whose facsimile signatures shall have been used thereon had not ceased to be such officer or officers.

8.3 Rights of Corporation with Respect to Registered Owners. Prior to due presentation for transfer of registration of its share, the corporation may treat the registered owner of the shares as the person exclusively entitled to vote such shares, to receive any dividend or other

distribution with respect to such shares, and for all other purposes; and the corporation shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

8.4 Transfers of Shares. Transfers of shares of stock shall be made upon the transfer books of the corporation, kept at the office of the transfer agent designated to transfer the shares, only upon direction of the person named in the certificate, or by an attorney lawfully constituted in writing; and before a new certificate is issued, the old certificate shall be surrendered for cancellation or, in the case of a certificate alleged to have been lost, stolen, or destroyed, the provisions of Section 8.6 of these by-laws shall have been complied with.

8.5 Duty of Corporation to Register Transfer. Notwithstanding any of the provisions of Section 8.4 of these by-laws, the corporation is under a duty to register the transfer of its shares only if:

- (a) the share certificate is endorsed by the appropriate person or persons; and
- (b) reasonable assurance is given that these endorsements are genuine and effective; and
- (c) the issuer has no duty to inquire into adverse claim or has discharged any such duty; and
- (d) any applicable laws relating to the collection of taxes has been complied with; and
- (e) the transfer is in fact rightful or is to a bona fide purchaser.

8.6 Lost, Stolen, or Destroyed Certificates. Any person claiming a share certificate to be lost, stolen, or destroyed shall make an affidavit or affirmation of the fact in such manner as the Board of Directors may require and shall, if the Board of Directors so requires, give the corporation a bond of indemnity in form and amount, and with one or more sureties satisfactory to the Board of Directors, as the Board of Directors may require, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen, or destroyed.

8.7 Fixing of Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors may fix in advance a date as the record date, such date to be not more than fifty (50) days [and, in the case of a shareholders' meeting, not less than ten (10) days] prior to the date on which the particular action, requiring such determination of shareholders, is to be taken.

8.8 Record Date if None Fixed. If no record date is fixed, as provided in Section 8.7 of these by-laws, then the record date for any determination of shareholders which may be proper or required by law, shall be the date on which notice is mailed, in the case of a shareholders' meeting; the date on which the Board of Directors approved a resolution declaring a dividend, in the case of a payment of a dividend; and the date on which any other action, the consummation of which required a determination of shareholders, is to be taken.

8.9 Share Transfer Restrictions. The shares of stock of this corporation and the certificate representing such shares shall not be freely transferable, but the transfer of such shares and such certificates shall be restricted in accordance with the following provisions:

- (a) In the event that a shareholder desires to transfer, sell, or otherwise dispose of all or any part of his shares, he shall first make a written offer to sell such shares to the corporation. The corporation shall have the option to purchase such shares, as hereinafter provided, within 30 days from the date the corporation, through its secretary, received such written offer. The offer from the selling shareholder to the corporation shall contain notice of the proposed transfer, sale, or other disposition; the number of shares proposed to be transferred, sold, or disposed of; and the name of the prospective buyer or transferee. If the corporation shall fail or refuse to exercise such option within said 30 days, the selling stockholder may complete the sale, transfer, or disposition in accordance with the terms set forth in the written notice to the corporation.
- (b) In the event of the death of any holder of shares of stock (the "deceased shareholder"), the corporation shall have the option to purchase all or any part of such shares from the personal representative of the deceased shareholder for cash at a price equal to the then book value of such shares, as hereinafter determined. The option of the corporation shall be effective for one year from notice of the death of the deceased shareholder, or for sixty (60) days after the corporation received written notice of the death of the deceased shareholder from the deceased Shareholders' personal representative as established by the appropriate Probate Court with said written notice requesting the corporation to exercise its option and indicating a willingness to transfer the stock upon payment as set out in these by-laws. If the corporation shall fail or refuse to exercise such option during said sixty (60) days, the personal representative of the deceased shareholder may retain ownership of such shares and may transfer such shares to the person or persons entitled thereto under the terms of the Last Will and Testament of the deceased shareholder or under the appropriate laws of descent and distribution if the deceased shareholder died without a Last Will and Testament; provided, however, that such person or persons may not transfer such shares without following the procedure set forth in paragraph (a) above.



(c) For purposes of paragraphs (a) and (b) above, the book value of the shares of stock shall be computed from the books of the corporation as of the last day of the month preceding the month in which the selling shareholder delivers written notice to the corporation, the terminating shareholder terminates his employment, or the corporation receives notice of the death of the deceased shareholder. The book value of each share of stock shall be determined by dividing the sum of the stated capital, the capital surplus, and the earned surplus of the corporation, according to the books and records of the corporation, by the total number of shares of common stock outstanding. If the corporation elects to exercise the options referred to in paragraphs (a) and (b), payment for such shares shall be made by the corporation by check or draft upon delivery of the certificate or certificates therefor, at the office of the corporation, which shall be done promptly and within ten (10) days of the exercise of the option by the corporation.

(d) All certificates representing shares of stock of the corporation shall contain a reference with respect to the restrictions on the transferability of such shares, which reference shall give notice that any sale, pledge, or transfer of such shares is restricted by the terms of these by-laws. No shares of stock may be transferred on the books of the corporation in violation of the provisions of these by-laws. The certificates of stock subject thereto shall be endorsed as follows:

The transfer of this certificate and the transfer of the shares of stock represented by this certificate are restricted in accordance with the provisions of Article VIII of the by-laws.

(e) The restrictions on the transferability of stock of the corporation shall not prevent holders of this stock from pledging or hypothecating their shares to secure a bona fide bank loan to such holder personally; provided, however, that the pledgee bank shall, before foreclosing upon or in anywise attempting to realize upon the security of such shares, offer such shares to the corporation at the lower of:

- (1) the amount owing the bank, or
- (2) the book value of such shares as of the last day of the month preceding the pledgee bank's offer to the corporation as determined in accordance with paragraph (c) above.

Any offer to the corporation under the terms of this paragraph shall be open for acceptance by the corporation for twenty (20) days following written notice thereof. If not accepted within that time, the pledgee bank may take the security or foreclose on it in any ordinary way authorized by the terms of the hypothecation.

- (f) The restrictions and obligations hereunder shall terminate upon any bankruptcy, receivership, or dissolution of the corporation.

## ARTICLE NINE

### Indemnification

9.1 Indemnification. Each director or officer of this corporation and each person who at its request has served as an officer or director of another corporation, partnership, joint venture, trust, or other enterprise shall be indemnified by this corporation against those expenses which are allowed by the laws of the State of Georgia and which are reasonably incurred in connection with any action, suit, or proceeding, completed, pending, or threatened, in which such person may be involved by reason of his being or having been a director or officer of this corporation or of such other enterprises. Such indemnification shall be made only in accordance with the laws of the State of Georgia and subject to the conditions prescribed therein. The corporation may purchase and maintain insurance on behalf of any such officers and directors against any liabilities asserted against such persons whether or not the corporation would have the power to indemnify such officers and directors against such liability under the laws of the State of Georgia. If any expenses or other amounts are paid by way of indemnification, other than by court order, action by shareholders or by an insurance carrier, the corporation shall provide notice of such payment to the shareholders in accordance with the provisions of the laws of the State of Georgia.

## ARTICLE TEN

### Miscellaneous

10.1 Inspection of Books and Records. The Board of Directors shall have power to determine which accounts, books, and records of the corporation shall be opened to the inspection of shareholders, except such as may by law be specifically open to inspection, and shall have power to fix reasonable rules and regulations not in conflict with the applicable law for the inspection of accounts, books, and records which by law or by determination of the Board of Directors shall be open to inspection.

10.2 Fiscal Year. The Board of Directors is authorized to fix the fiscal year of the corporation and to change the same from time to time as it deems appropriate.

10.3 Seal. The corporate seal shall be in such form as the Board of Directors may from time to time determine.

10.4 Annual Statements. Not later than four (4) months after the close of each fiscal year, in any case prior to the next annual meeting of shareholders, the corporation shall prepare:

- (a) A balance sheet showing in reasonable detail the financial condition of the corporation as of the close of its fiscal year; and
- (b) a profit and loss statement showing the results of its operations during its fiscal year.

Upon receipt of written request, the corporation promptly shall mail to any shareholder of record a copy of the most recent such balance sheet and profit and loss statement.

10.5 Appointment of Agents. The chairman of the Board or the president or any vice-president shall be authorized and empowered in the name and as the act and deed of the corporation to name and appoint general and special agents, representatives, and attorneys to represent the corporation in the United States or in any foreign country or countries and to name and appoint attorneys and proxies to vote any shares of stock in any other corporation at any time owned or held of record by the corporation, and to prescribe, limit, and define the powers and duties of such agents, representatives, attorneys, and proxies and to make substitution, revocation, or cancellation in whole or in part of any power or authority conferred on any such agent, representative, attorney, or proxy. All powers of attorney or other instruments under such agents, representatives, attorneys, or proxies shall be so named and appointed shall be signed and executed by (the chairman of the Board or) the president or a vice-president, and the corporate seal shall be signed in like manner, provided always that any agent, representative, attorney, or proxy when so authorized by the instrument appointing him may substitute or delegate his powers in whole or in part and revoke and cancel such substitutions or delegations. No special authorization by the Board of Directors shall be necessary in connection with the foregoing, but this by-law shall be deemed to constitute full and complete authority to the officers above designated to do all acts and things as they deem necessary or incidental thereto or in connection therewith.

## ARTICLE ELEVEN

### Amendments

11.1 Power to Amend By-Laws. The Board of Directors shall have power to alter, amend, or repeal these by-laws or adopt new by-laws; but any by-laws adopted by the Board of Directors may be altered, amended, or repealed, and new by-laws adopted, by the shareholders. The shareholders may prescribe that any by-law or by-laws adopted by them shall not be altered, amended, or repealed by the Board of Directors.

11.2 Conditions. Action taken by the shareholders with respect to the by-laws shall be taken by an affirmative vote of a majority of all shares entitled to elect directors, and action by

the Board of Directors with respect to by-laws shall be taken by an affirmative vote of a majority of all directors then holding office.

Accepted:

April 30, 1998

Betty A. Gleaton  
Betty A. Gleaton  
President

**EXHIBIT "C"**

**CORPORATE STRUCTURE**

DURO Communications, Inc.

|  
|  
|  
|

OptiLink Communications, Inc.

**EXHIBIT “D”**

**ILLUSTRATIVE TARIFF**

LOCAL EXCHANGE SERVICE

OPTILINK COMMUNICATIONS, INC.  
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL EXCHANGE SERVICE  
WITHIN THE STATE OF TENNESSEE

**[ILLUSTRATIVE]**

This Tariff is on file at the Tennessee Regulatory Authority in Nashville and may be viewed during normal business hours at OptiLink Communications, Inc.'s office at 162 South Virginia Avenue, Tifton, Georgia.

LOCAL EXCHANGE SERVICE

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CHECK SHEET

<u>SHEET</u>	<u>REVISION NO.</u>	<u>SHEET</u>	<u>REVISION NO.</u>
1	Original	35	Original
2	Original	36	Original
3	Original	37	Original
4	Original	38	Original
5	Original	39	Original
6	Original	40	Original
7	Original	41	Original
8	Original	42	Original
9	Original	43	Original
10	Original	44	Original
11	Original	45	Original
12	Original	46	Original
13	Original	47	Original
14	Original	48	Original
15	Original	49	Original
16	Original	50	Original
17	Original	51	Original
18	Original	52	Original
19	Original	53	Original
20	Original	54	Original
21	Original	55	Original
22	Original	56	Original
23	Original	57	Original
24	Original	58	Original
25	Original	59	Original
26	Original	60	Original
27	Original	61	Original
28	Original	62	Original
29	Original	63	Original
30	Original	64	Original
31	Original	65	Original
32	Original	66	Original
33	Original		
34	Original		



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LOCAL EXCHANGE SERVICE

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF  
TECHNICAL TERMS USED IN THIS TARIFF.

The following symbols shall be used in this Tariff for the purpose indicated below:

- C - To signify changed regulation.
- D - To signify a deletion.
- I - To signify increased rate.
- L - To signify material relocated in the Tariff.
- N - To signify new rate or regulation.
- R - To signify a rate reduction.
- T - To signify a change in text but no change in rate or regulation.

OptiLink Communications, Inc.  
ISSUED: February 14, 2000  
BY: Richard W. Gourley, Vice President  
Tifton, Georgia

Tennessee Regulatory Authority Tariff No. 1  
EFFECTIVE:  
Original Page 7

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LOCAL EXCHANGE SERVICE

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APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of communications service by OptiLink Communications, Inc., to customers within the local exchange service area, defined herein.

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LOCAL EXCHANGE SERVICE

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SECTION 1 - DEFINITIONS

Certain terms are used generally throughout this Tariff are defined below:

Advance Payment:	Payment of all or part of a charge required before the start of service.
Authorized User:	A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.
Business Service:	A switched network service that provides for dialed Station communications that is described as a business or commercial rate.
Call Forward Busy:	Automatically routes incoming calls to a designated answering point when the call line is busy.
Call Forward No Answer:	Automatically routes incoming calls to a designated answering point when the call line does not answer within a pre-specified number of rings.
Call Forward Variable:	Automatically routes incoming calls to a designated answering point regardless of whether the User's Station is idle or busy.
Call Hold:	Allows the User to hold one call for any length of time provided neither party goes On Hook.
Call Park:	Allows a User to "park" a call from against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.
Call Waiting:	Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back to the caller

LOCAL EXCHANGE SERVICE

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SECTION 1 - DEFINITIONS (continued)

Call Waiting Cancel:	Allows a User to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.
Call Number Delivery:	Identifies the 10-digit number of the calling party.
Call Number Delivery Blocking:	Blocks the delivery of the number to the called party on a per call basis
Class of Service (COS):	Used to prevent a Station from dialing certain codes and numbers.
Company:	OptiLink Communications, Inc., an Tennessee corporation, which is the issuer of this Tariff.
Commission:	Tennessee Regulatory Authority.
Conference/Three-Way:	The User can sequentially call up to two other people and add them together to make up a three-way call.
Customer:	The person, firm, corporation or other entity that orders service and is responsible for the payment of charges and for compliance with the Company's Tariff regulations.
Dial Pulse (DP):	The pulse type employed by rotary Station sets.
Direct Inward Dialing (DID):	A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.
Dual Tone Multi-Frequency ("DTMF"):	The pulse type employed by tone dial Station sets.
Individual Case Basis:	A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

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LOCAL EXCHANGE SERVICE

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SECTION 1 - DEFINITIONS (continued)

Joint User:	A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.
LATA:	A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.
Local Calling	A completed call or telephonic communication between a calling Station within the local service area of the calling Station.
Local Exchange Carrier	A company that furnishes exchange telephone services.
Mbps:	Megabits, or millions of bits, per second.
Message Waiting	This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dialtone).
Most Idle Trunk Selection (MIDL):	MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.
Multiple Appearance Directory Numbers:	A directory number that is assigned more than once to one or more Proprietary Business Sets.
Multi-Frequency ("MF"):	An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.



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LOCAL EXCHANGE SERVICE

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SECTION 1 - DEFINITIONS (continued)

Non-Recurring Charges:	The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.
Off-Hook:	The term "off-hook" denotes the active condition of a telephone exchange service line.
On-Hook:	The term "on-hook" denotes the idle condition of a telephone exchange service line.
Presubscription-2 (PIC-2):	An arrangement whereby a Customer may select and designate the Company an Interexchange Carrier it wishes to access, without an access code, for completing intraLATA toll calls. The selected Interexchange Carrier is referred to as the User's Primary Interexchange Carrier (PIC-2). InterLATA Presubscription is offered pursuant to OptiLink FCC Tariff No. 1.
Public Service Commission (PSC):	The Tennessee Regulatory Authority.
Recurring Charges:	The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.
Residence Service:	Residence Service is that service furnished in private homes or apartments, including all parts of the subscriber's domestic establishment, domestic use and not for substantial occupation use; in the study of a clergyman located in a church, in college fraternity or sorority houses, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

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LOCAL EXCHANGE SERVICE

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SECTION 1 - DEFINITIONS (continued)

Service Commencement Date:	The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.
Service Order:	The written request for local services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date.
Services:	The Company's telecommunications services offered on the Company's network.
Shared Facilities:	A facility or equipment system subsystem that can be used simultaneously by several Customers.
Speed Call:	Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.
Station:	Telephone equipment from or to which calls are placed.
Trunk:	A communications path connecting two switching systems in a network, used on the establishment of an end-to-end connection.
User:	A Customer or any other person authorized by the Customer to use service provided under this Tariff.

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LOCAL EXCHANGE SERVICE

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## SECTION 2 - REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Tennessee under the terms of this Tariff.

The Company is responsible under this Tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services or to communicate with its own customers.

#### 2.1.2 Shortage of Equipment or Facilities

The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as the facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

1. Undertaking of the Company (continued)

2.1.3 Terms and Conditions

- 2.1.3.1 Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein for the purpose of computing charges in this Tariff, a month is considered to have 30 days. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein.
- 2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff.
- 2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this Tariff prior to termination. The rights and obligations, which by their nature extended beyond the termination of the term of the Service Order shall survive such termination.
- 2.1.3.4 This Tariff shall be interpreted and governed by the laws of the State of Tennessee, without regard for its choice of law provision.
- 2.1.3.5 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

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LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.3 Terms and Conditions (continued)

- 2.1.3.6 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.7 below.
- 2.1.3.7 The customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of the termination of the service in connection with which the equipment was used. Said equipment shall be in the condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to the Customer's failure to comply with this provision.

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LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.4 Liability of the Company

- 2.1.4.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruption, delay, or errors, or of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, lost profits, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damage associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption of restoration of any service or facilities offered under this Tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

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LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

- 2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law; order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local government, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.1.4.4 The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with services the Company offers; or (b) for the acts or omissions of common carriers or warehousemen
- 2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.4 Liability of the Company (continued)

- 2.1.4.7 The Company shall not be liable for any defacement to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss of damage arising from Customer's use of services furnished under this Tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and all other claims arising out of any or omission of the Customer or others in connection with any service provided by the Company pursuant to this Tariff.
- 2.1.4.9 The entire liability of the Company for claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by Customer for the specific services giving rise to the claim, and no such action or proceeding against the Company shall be commenced more than one year after the service is rendered.



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LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.4 Liability (continued)

- 2.1.4.10 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 2.1.4.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person(s), or for any loss, damage for destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company (continued)

2.1.4 Liability of the Company (continued)

- 2.1.4.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, or materials and supplies, for interconnection of the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.4 Liability of the Company (continued)

2.1.4.14 With respect to Emergency Number 911 Service:

- (a) This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service
- (b) The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, and Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.4 Liability of the Company (continued)

- 2.1.4.15 The Company's liability arising from errors or omissions in Directory Listings, other than charged listing, shall be limited to the amount of actual impairment of the Customer's service and in no event shall exceed one-half of the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
- 2.1.4.16 In conjunction with a non-published telephone number, as described in Section 3.4.5.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number to such telephone, but will not be liable should such number be divulged.
- 2.1.4.17 When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this Tariff Customer acknowledged and agrees with the release of information as described above.
- 2.1.4.18 In conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.3.1, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

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LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.4 Liability of the Company (continued)

2.1.4.19 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to any individual Customer but affect many Customers services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.6 Provisions of Equipment and Facilities

- 2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to a Customer
- 2.1.6.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.1.6.3 Equipment of the Company provided or installed at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company has provided.
- 2.1.6.4 The Company shall not be responsible for the installation, operation, or maintenance of any customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
  - (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - (b) the reception of signals by Customer-provided equipment; or
  - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors.

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LOCAL EXCHANGE SERVICE

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## SECTION 2 - REGULATIONS (continued)

### 2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

### 2.3 Obligations of the Customer

#### 2.3.1 The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this Tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- (c) providing at no charge, as specified from time to time by Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the premises of the Customer, at the level of heating and air conditioning necessary to maintain the proper operating environment of such premises.



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LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for: (continued)

- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduct necessary for installation of fiber optic cable and associated equipment used to provide Local Exchange Service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1 (c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting any order for service;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for indemnifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.3.1 (d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing facilities or equipment of the Company.

LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.3.1 The Customer shall be responsible for: (continued)

- (g) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowances for interruptions in service will be made for the period during which services is interrupted for such purpose.

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees or either the Company or the Customer, to the extent caused by or resulting from the negligence or intentional act or omission of Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and Company or this Tariff.

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LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.4 Customer Equipment and Channels

2.4.1 In General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of service may be required; however, where prior to notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.4 Customer Equipment and Channels (continued)

2.4.3 Interconnection of Facilities

- 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Local Exchange Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.4.3.2 Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other communications carriers which are applicable to such connections.
- 2.4.3.3 Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

2.4.4 Inspections

- 2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with requirements set forth in section 2.4.2.2 for installations, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the

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LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.4.4.2 (continued)

Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The company will, upon a request from the Customer 24 hours in advance, provide the Customer with a statement of technical parameters that the customer's equipment must meet.

2.5 Payment Arrangements

The following provisions shall apply to all service, except, with respect to residential service, to the extent, if any, inconsistent with part 633 of the Federal Communication Commission regulations, which shall in any event apply to residential service.

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 60 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. A bill will not be deemed correct and binding upon the Customer if the Company has records on the basis of which an objection may be considered, or if the Customer has in his or her possession such Company records. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Non-Recurring Charge is specific, those charges may be passed on to the Customer.

2.5.1.1 Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of Local Services. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers located in the affected jurisdiction.

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LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.1.1.1 Other Charges

If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Non-recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.2 Billing and Collection of Charges

Billing will be rendered monthly to Customer.

- 2.5.2.1 All service, installation, monthly Recurring, and Non-Recurring Charges are due and payable upon receipt.
- 2.5.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which such service is provided.
- 2.5.2.3 For new Customers or existing Customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rated basis. For this purpose every month is considered to have 30 days.
- 2.5.2.4 Amounts not paid within 30 days after the date of invoice will be considered past due. If, after the aforementioned 30 days, the Company becomes concerned about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within 8 mailing days after a written notice or 5 days after personal delivery thereof and to make such payments in cash or the equivalent of cash.
- 2.5.2.5 A check return will be assessed for checks with insufficient funds or non-existing accounts.

LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 60 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Regulatory Authority in accordance with the Commission's rules of procedure.

- 2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

To safeguard its interests, the Company may require a non-residential Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring charges (if any) for a period to be set by the Company and the non-residential Customer. The Advance Payment will be credited to the non-residential Customer's initial bill. An Advance Payment may be required in addition to a deposit. In no case will the sum of the advanced charges and the deposit exceed two and one-half times the monthly recurring charge.

LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.5 Deposits

2.5.5.1 Applicants for service or any existing Customer whose financial condition is not a matter of general knowledge may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (a) two month's charges for service or facility which has a minimum payment of one month; or
- (b) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event a termination charge is applicable, but in no case will the sum of the advanced charges and the deposit exceed two and one-half times the monthly recurring charge.

In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

2.5.5.2 A deposit may be required in addition to an advance payment.

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, as its option, return the deposit or credit to the Customer's account.



LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

- 2.5.5.4 Deposits held for business Customers will accrue interest at a rate equivalent to the rate paid on two year United States Treasury notes for the preceding 12 months ending December 31 as reported in the most current Federal Reserve Bulletin monthly publication. Interest is credited to the Customer annually, or upon termination of the service, or upon return of the deposit by the Company.

Deposits held for residential Customers will accrue simple interest at a rate specified by the Regulatory Authority and will be credited or paid to the Customer while the Company holds the money. New deposits from Customers are reviewed after the first three monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to the Customer after 1 year, unless the Customer is delinquent in payment, in which case the Company continues to hold it. When the service is discontinued, the amount of any deposit is applied against the final bill, and any balance is returned to the Customer. If the amount of a deposit is inadequate, the Customer shall be required to pay an additional deposit on receipt.

Any new residential Customer or existing residential Customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.

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LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.5.5 Deposits From New or Existing Residential Customers 62 Years of Age or Older

All new residential Customers or Existing residential Customers whom are 62 years of age or older shall be exempt from any deposit requirements unless such person's telephone service was terminated for nonpayment during the preceding six months.

Proof of age will be required from any person claiming exemption from deposit requirements because of age. If the proof requested by the Company is not received within 30 days from the date service is connected, or 30 days from the date the verification of age is requested from any existing Customer, the Company may terminate service unless the Customer pays the required deposit.

2.5.5.6 Deposits from New or Existing Residential Customers Receiving Public Assistance

The Company shall not require any person it knows to be a recipient of public assistance, supplementary security income, or additional state public assistance payments to post a deposit.

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LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.6 Discontinuance of Service

- 2.5.6.1 Upon non-payment of any amounts owing to the Company, the Company may, by giving five days' prior written notice served personally upon the Customer; eight days written notice in postpaid wrapper; or five days after the Customer signs or refuses a registered letter containing written notice, suspend service without incurring any liability.
- 2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 day's prior notice in writing to the Customer, discontinue or suspend service without incurring any liability, if such violation continues during the 30 day period.
- 2.5.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.5.6.4 Upon any governmental prohibition or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.6 Discontinuance of Service (continued)

2.5.6. The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability.

2.5.6.5.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.6.6.1 (a-f) in the event:

- (a) The Customer refuses to furnish information to the Company regarding the Customer's identify, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- (b) The Customer provides false information to the Company regarding the Customer's identify, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- (c) The Customer has been given written notices as described in Section 2.5.6.1 by the Company of any past due amount (which remains unpaid in whole or part) for any of the Company's other common carrier communications services to which the Customer either subscribes or has subscribed to use; or
- (d) The Customer uses or attempts to use service with the intent to avoid the payment, either in whole or part, of the Tariffed charges for the service by:
  - (d.1) Using or attempting to use service by rearranging, tampering with, or making connection to the Company's service not authorized by this Tariff; or

LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.6 Discontinuance of Service (continued)

2.5.6.5 (continued)

2.5.6.5.1 (continued)

(d.2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

(d.3) Any other fraudulent means or devices; or

(e) Use of Service in such a manner as to interfere with the services of other Users; or

(f) Use of Service for unlawful purposes.

2.5.6.5.2 Immediately upon written notice to the Customer of any sum thirty (30) days past due;

2.5.6.5.3 Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5.; or

2.5.6.5.4 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this Tariff if the noncompliance is not corrected within ten (10) day period; or

2.5.6.5.5 Upon five (5) days written notice, excluding Sundays and holidays, for non-payment of a bill for service.

2.5.6.6 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.6 Discontinuance of Service (continued)

- 2.5.6.7 Upon the Company's discontinuance of service to the Customer under section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or equity or under any other provision of this Tariff.
- 2.5.6.8 Termination of Residential Service shall not be made until:
- (a) At least 10 days after written notification has been served personally on the Customer; or
  - (b) At least 13 days after written notification in a postpaid wrapper has been mailed to the billing address of the Customer; or
  - (c) At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer; or
  - (d) A deferred payment agreement has been offered to a Customer.
  - (e) Termination notices may not be issued until at least 25 days after the date of the bill unless exceptional circumstances exists and then only in accordance with Commission approved procedures. Bills must be mailed to Customers no later than six business days after the date of the bill. The 25 day period shall be extended one day for each day beyond the sixth business day when bills are mailed late.
  - (f) Termination shall not be made until at least 20 days after written notification has been issued.
  - (g) Termination may occur only between the hours of 8AM and 4PM Monday through Thursday, provided that such day or the following day is not a public holiday or a day on which the Company's offices are closed. In addition, service may not be disconnected on December 23 through December 26 and December 30 through January 2. At least one attempt shall be made during non-working hours to contact the Customer by telephone before the date of termination.

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LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.6 Discontinuance of Service (continued)

2.5.6.9 The following will apply for the termination of residential service:

- (a) For medical emergencies, an additional 30 days will be allowed for Customers before termination, provided a medical certificate is supplied. The medical emergency status may be extended beyond 30 days, upon submission of required documentation. During the pendency of the emergency, Customers will be able to defer payment of monthly charges in an amount set by the Commission until the emergency ceases or it determined that Customers have the ability to pay the charges.
- (b) Where a Customer is identified to the Company as being blind, disabled or 62 years of age or older and all other occupants of the household are under 18 years of age, or 62 years of age or older, blind or disabled, an additional 30 days will be allowed before termination may occur. The Company shall make a diligent effort to contact by phone or in person an adult resident at the location for purpose of devising a payment plan eight days before the date of termination.

2.5.7 Interest on Customer Overpayments

A Customer who makes a payment to the Company in excess of the correct charge for telephone service, which overpayment was caused by erroneous billing by the Company, shall be paid interest on the amount of the overpayment. The rate of interest on such amount shall be the greater of the unadjusted Customer deposit rate or the applicable late payment rate. The interest shall be paid from the date when the Customer overpayment was made, adjusted for any charges in the deposit or late payment charge rates and compounded monthly until the date when the overpayment is refunded within 30 days after such overpayment is received by the Company.

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LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.6 Allowances for interruptions in Service

The following provisions shall apply to all service, except, with respect to the service, to the extent, if any, inconsistent with Part 633 of the Commission regulations, shall in any event apply to residential service. A copy of Part 633 is attached.

- 2.6.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro-rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption, whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's Tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro-rata basis against the rates specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

2.6.2 Limitations on Allowances

No credit allowances will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company including, but not limited to, the Customer or other common carriers connected to the Company's facilities;



LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.6 Allowances for Interruptions in Service (continued)

2.6.2 Limitations on Allowances (continued)

- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company

2.6.3 Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period a service is interrupted, the Customer must pay the Tariffed rates and charges for the alternative services used.

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LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

The following provisions shall apply to all service, except with respect to residential service, to the extent, if any, inconsistent with part 633 of the Federal Communications Commission regulations which shall in any event apply to residential service.

- 2.7.1.1 Unless the Company breaches its obligations, applications for service are noncancellable after 48 hours, unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.7.1.2 Where prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

2.7.2 Cancellation of Service by a Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and payable within the period set forth in 2.5.5, and all costs, fees and expenses incurred in connection with:

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LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.7.2 (continued)

- 1) all Non-Recurring Charges reasonably expended by the Company to establish service to Customer, plus
- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

2.8 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all assets of the Company; (c) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other

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LOCAL EXCHANGE SERVICE

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SECTION 2 - REGULATIONS (continued)

2.9.3 (continued)

party on the third business day following placement of the notice, communications, or bill with the U.S. Mail or a private delivery service prepaid and properly addressed, or when actually received or refused by Addressee, whichever occurs first.

- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.10 Flexible Pricing

Changes of currently effective rates that are within the minimum and maximum rates set forth in this Tariff may be made on one day's notice.

Notices to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved. A Customer may request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The Customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the Customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

LOCAL EXCHANGE SERVICE

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## SECTION 3 - SERVICE DESCRIPTIONS

### 3.1 Local Exchange Service

Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the Local Calling Area, as defined herein;
- access 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance for the local calling area;
- place or receive calls to 800 telephone numbers;
- access Telecommunications Relay Service.

3.1.1 Service Area: Where facilities are available, the service area is defined by the following NPA-NXX:

<u>NPA-NXX</u>	<u>Exchange</u>
See Section 8	

3.1.1.1 Local Calling Areas: Exchanges and zones included in the local calling area for the NXX designation are specified below. NXXs associated with each particular exchange or zone may be found in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.

<u>NXX</u>	<u>Exchange or Zone</u>
To be determined	

LOCAL EXCHANGE SERVICE

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SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.1 Local Exchange Service (continued)

3.1.2 Local Line: Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

3.1.2.1 Local Line Service: This calling service allows the Customer unlimited access to all other stations on the public switched network within the Customer's Local Calling Area, i.e., the local calling area as specified in the Incumbent Local Exchange Carrier's Tariff in effect and as amended from time to time in the future. All calls to destinations outside the Local Calling Area will be subject to charges applied by the presubscribed interexchange carrier.

3.1.2.2 Standard Features: Each Local Line Customer is provided with the following standard features:

Touch Tone  
Direct Inward Dialing  
Direct Outward Dialing

3.1.2.3 Optional Features: A local Business Customer may order the following optional features at the rates specified in Section 7. Residential rates are set forth in Section 6 following.

Call Forwarding  
Call Waiting  
Three-Way calling (conference calling)  
Caller ID

3.1.2.4 Local Line Rates and Charges: A Local Line Customer will be charged applicable Non-Recurring Charges described in 3.1.2.3.3 and Recurring Charges and usage charges as specified in Section 7 below.

LOCAL EXCHANGE SERVICE

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SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.1.2 Local Line (continued)

3.1.2.5 Local Line Rates and Charges (continued)

3.1.2.5.1 Non-Recurring Charges.

	<u>Business</u>	<u>Residence</u>
Line Connection Charge (per line)	\$ 58.50	\$ 41.50
Account Setup (per account)	\$ 47.00	\$ 28.00
Account Changes M o v e s , C h a n g e s , Additions (per change)	\$ 15.00	\$ 15.00
Account Changes (per billing record change)	\$ 24.00	\$ 20.00
PIC-2 Change (per line)	\$ 5.00	\$ 5.00

OptiLink Communications, Inc.  
ISSUED: February 14, 2000  
BY: Richard W. Gourley, Vice President  
Tifton, Georgia

Tennessee Regulatory Authority Tariff No. 1  
EFFECTIVE:  
Original Page 50

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LOCAL EXCHANGE SERVICE

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SECTION 3 - SERVICE DESCRIPTION (continued)

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LOCAL EXCHANGE SERVICE

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SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.1 Local Exchange Service (continued)

- 3.1.3 Local Trunk: This service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local Trunks are provided for connection to Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Local Trunk is provided with touch-tone signaling and may be configured into a hunt group with other Company-provided Local Trunks.

Local Trunks may be equipped with Analog Direct Inward Dial (DID) capability and DID number blocks for additional charges, as set forth in Section 7 below.

- 3.1.4 Usage Rates: Local Exchange Service Customers will be charged a monthly recurring service charge and/or a per minute usage charge based upon the Local Exchange Services provided by OptiLink as requested by the Customer.

- 3.1.4.1 Basic Local Telephone Service is available to a Customer based upon a monthly recurring service charge. The rates associated with the monthly recurring charge are set forth in Section 7 below.

- 3.1.4.2 Timing of Local Exchange Calls

Unless otherwise indicated, all calls are timed in six second increments and all calls which are fractions of a minute are rounded up to next six second increment.

For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.

LOCAL EXCHANGE SERVICE

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SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.1 Local Exchange Service (continued)

3.1.4.2.1 Time Period Defined

Peak: 8:00 a.m. to, but not including 5:00 p.m. - Monday through Friday

Off-Peak: 5:00 p.m. to, but not including 8:00 a.m. - Monday through Friday, all day Saturday, and all Holidays.

Holidays include Christmas, New Year's Day, Thanksgiving, Independence Day, and Labor Day

All times refer to local time.

3.2 Directory Assistance

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance Operator.

3.2.1 Each Call to Directory Assistance will be charged as follows:

Per Call	\$ 0.00
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The Customer may request a maximum of two telephone numbers per call to Directory Assistance service.

3.2.2 A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut-off during the call;  
or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service representative within 24 hours of occurrence.

LOCAL EXCHANGE SERVICE

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SECTION 3 - SERVICE DESCRIPTION (continued)

3.3 Operator Assistance

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. Rates are applicable to the following services:

Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Per call     \$ 1.50

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse in advance or when queried by the operator.

Per call     \$ 1.50

Calling Cards: Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without assistance of an operator.

Per call     \$ 0.70

Person to Person: Calls completed with the assistance of any operator to a particular Station and specified by the Caller. The call may be billed to the called party.

Per call     \$ 3.00

Station to Station: Calls complete with assistance of an operator to a particular Station. The call may be billed to the called party.

Per call     \$ 1.50

LOCAL EXCHANGE SERVICE

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SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.3 Operator Assistance (continued)

- 3.3.1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

Per call \$ 0.95

- 3.3.2 Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

- 3.3.2.1 Rates: Rates for Busy Line Verification and Interrupt Service will apply under the following circumstances:

- 3.3.2.2 The operator verifies the line is busy with a call in progress.

- 3.3.2.3 The operator verifies the line is available for incoming calls.

- 3.3.2.4 The operator verifies the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interrupt.

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LOCAL EXCHANGE SERVICE

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SECTION 3 SERVICE - DESCRIPTIONS (continued)

3.4 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant local exchange carrier provided on the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station Numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

- 3.4.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 3.4.2 The Company may refuse a listing which is known to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listings which is found to be in violation of its rules with respect thereto.
- 3.4.3 Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identify of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the Customer, will withdraw any listings which is found to be in violation of its rules and respect thereto.

LOCAL EXCHANGE SERVICE

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SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.4 Directory Listings (continued)

- 3.4.4 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.4.5 Directory listings are provided in connection with each Customer service as specified herein.
  - 3.4.5.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
  - 3.4.5.2 Additional Listings: In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in Section 3.4.5.8.
  - 3.4.5.3 Non-published Listings: Listings that are neither printed in directories nor available from Directory Assistance.

A Non-published Telephone Service will be furnished, at the Customer's request, providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4.

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LOCAL EXCHANGE SERVICE

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SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.4 Directory Listings (continued)

3.4.5.4 Non-listed Numbers: A Non-listed Number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory, Such listing will be carried in the Company's directory assistance and other records and will be given to any calling party.

3.4.5.5 Foreign Listings: Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the Tariff published by the specific local exchange carrier providing the Foreign Listing.

3.4.5.6 Alternate Call Listings: Where available, a listing which references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.

3.4.5.7 Reference Listings: A listing including additional telephone numbers of the same or another Customer to be called in the event there is no answer from the Customer's telephone.

3.4.5.8	Recurring Charges:	
	Primary Listing	No Charge
	Additional Listing, Business	\$ 1.80
	Additional Listing Residence	\$ 1.20
	Non-Listed Number, per number	\$ 1.30
	Non-Published, per number	\$ 2.50
	Alternate Listing Business	\$ 1.80
	Alternate Listing Residence	\$ 1.80
	Reference Listing Business	\$ 1.80
	Reference Listing Residence	\$ 1.20
	Foreign Listing Business	\$ 1.80
	Foreign Listing Residence	\$ 1.20

LOCAL EXCHANGE SERVICE

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SECTION 3 - SERVICE DESCRIPTIONS (continued)

- 3.5 Emergency Services: Both Basic and Enhanced 911 (E911) allow Customers to reach appropriate emergency services including police, fire, and medical services. Subject to availability, Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for the display at the Public Service Answering Point (PSAP).
- 3.6 Presubscriptions – 2 (PIC-2): PIC-2 allows Customers to presubscribe to their carrier of choice for intraLATA calls, without dialing the Access Code. The rates specified in Section 7 will apply each time the Customer requests a change to their intraLATA PIC, subsequent to the initial designation. InterLATA Presubscription is available pursuant to OptiLink Communications, Inc., FCC Tariff No. 1.
- 3.7 Vanity Telephone Numbers: Service currently not available. At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth in Section 2.1.3.
- |   |          |
|---|----------|
| Non Recurring Charge, per number assigned     | \$ 10.00 |
| Monthly Recurring Charge, per number assigned | \$ 8.00  |
- 3.8 Telecommunications Relay Service (TRS): Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider(s) to complete such calls.



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LOCAL EXCHANGE SERVICE

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SECTION 4 – PROMOTIONAL OFFERINGS

4.1 Promotional Offerings: The Company, from time to time, may upon 30 days notice to the Regulatory Authority, make promotional offerings to its service which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to duration, the date and times of the offerings and the location where the offerings are made.

4.2 New Customer Promotion

Beginning on the effective date of this Tariff, and ending \_\_\_\_\_, 2000, the Company will offer the following promotion to all new Local Exchange Service Customers who order the service during the promotional period.

(TO BE DETERMINED)

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LOCAL EXCHANGE SERVICE

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SECTION 5 – INDIVIDUAL CASE BASE (ICB) ARRANGEMENTS

- 5.1 Individual Case Basis (ICB) Arrangements: Upon 30 days notice to the Regulatory Authority, competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to request by Customers to the Company, for proposals or for competitive bids. Service offered under this Tariff provision will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations and prices in other sections of this Tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

LOCAL EXCHANGE SERVICE

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## SECTION 6 – RESIDENTIAL SERVICE OFFERING

### 6.1 Local Line – Residence:

Local Line – Residence provides the Customer with a single, voice-grade, DTMF communications channel. Each Local Line will include a telephone number as well as access to the services specified in Section 3.1.

#### 6.1.1 Definition of Terms:

- 6.1.1.1 Residence Service is that service furnished in private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupational use; in the study of a clergyman located in a church, in a college fraternity or sorority houses, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

#### 6.1.2 Rates and Charges:

	<u>Recurring</u>	<u>NRC</u>
Local Line, per month	\$ 12.15	see Section 3.1.2.7.1
Call Forwarding	\$ 2.75	\$ 0.00
Call Waiting	\$ 3.00	\$ 0.00
Three-Way Calling	\$ 2.75	\$ 0.00
Caller ID	\$ 6.00	\$ 0.00

LOCAL EXCHANGE SERVICE

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SECTION 6 – RESIDENTIAL SERVICE OFFERING (continued)

6.1 Local Line – Residence (continued)

6.1.3 Promotional Offerings: The Company, from time to time, may upon 30 days notice to the Regulatory Authority, make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made.

6.1.4 New Customer Promotion

Beginning on the effective date of this Tariff, and ending \_\_\_\_\_, 2000, the Company will offer the following promotion to all new Local Exchange Service Customers who order the service during the promotional period.

(TO BE DETERMINED)

LOCAL EXCHANGE SERVICE

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SECTION 7 – BUSINESS SERVICE OFFERING

7.1 Local Line – Business:

Local Line – Business provides the Customer with a single, voice-grade, DTMF communications channel. Each Local Line will include a telephone number as well as access to the services specified in Section 3.1.

7.1.1 Definition of Terms:

- 7.1.1.1 Business Service is that service furnished whenever the use of the service is primarily or substantially of commercial, professional, institutional, or otherwise occupational nature, or where the listing required is such as to indicate business use.

7.1.2 Rates and Charges:

	<u>Recurring</u>	<u>NRC</u>
Local Line, per month	\$ 39.70	see Section 3.1.2.7.1
Call Forwarding - Variable	\$ 3.75	\$ 0.00
Call Waiting - Standard	\$ 3.90	\$ 0.00
Three-Way Calling	\$ 3.75	\$ 0.00
Caller ID - Basic	\$ 7.50	\$ 0.00
DID, first 20 numbers	\$ 3.40	\$ 480.00
DID, additional 20 numbers	\$ 3.40	
DID Trunk Termination	\$ 26.00	\$ 50.00
DID MF Pulsing Option	\$ 7.50	
DID DTMF Pulsing Option	\$ 7.50	

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LOCAL EXCHANGE SERVICE

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SECTION 7 – BUSINESS SERVICE OFFERING (continued)

7.1 Local Line – Business (continued)

7.1.3 Promotional Offerings: The Company, from time to time, may upon 30 days notice to the Regulatory Authority, make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made.

7.1.4 New Customer Promotion

Beginning on the effective date of this Tariff, and ending \_\_\_\_\_, 2000, the Company will offer the following promotion to all new Local Exchange Service Customers who order the service during the promotional period.

(TO BE DETERMINED)

LOCAL EXCHANGE SERVICE

SECTION 8 – LOCAL EXCHANGE SERVICE AREA

EXCHANGE SERVICE AREAS

Local exchange services are provided in the following areas subject to availability of facilities and equipment.

Adams-Cedar Hill	Arlington	Ashland City	Athens	Bean Station
Bells	Bent Creek	Benton	Bethel Springs	Big Sandy
Blanche	Bolivar	Brownsville	Bulls Gap	Camden
Carthage	Cedar Grove	Centerville	Charleston	Charlotte
Chattanooga	Chestnut Hill	Clarksville	Cleveland	Clinton
Collierville	Columbia	Copper Basin	Covington	Cross Plains-Orlinda
Culleoka	Cumberland City	Cumberland Gap	Cunningham	Dandridge
Dayton	Decatur	Dickson	Dover	Dyer
Dyersburg	Eagleville	East Santgo	Elkton	Etowah
Lawrenceburg	Lebanon	Lenoir City	Lewisburg	Lexington
Loudon	Lyles	Lynchburg	Lynnville	Madisonville
Manchester	Maryville	Mascot-Strawberry Plains	Maynardville	LaGrange
Lake City	Henning	Hohenwald	Hornbeak	Humboldt
Huntingdon	Huntland	Jackson	Jasper	Jefferson City
Jellico	Kenton	Kingston	Kingston Springs	Knoxville
LaFollette	Gatlinburg	Georgetown	Gibson	Gleason
Goodlettsville	Grand Junction	Greenback	Greenbrier	Greenfield
Halls	Hampshire	Harriman	Hartsville	Henderson
Hendersonville	Fairview	Fayetteville	Flintville	Franklin
Fredonia	Gallatin	McEwen	McKenzie	Medina
Memphis Metro	Middleton	Milan	Morristown	Moscow
Mt. Pleasant	Murfreesboro	Nashville	Newbern	Newport
Normandy	Norris	North Spring Hill	Oak Ridge	Old Hickory
Oliver Springs	Palmyra	Paris	Petersburg	Pleasant View
Portland	Pulaski	Ridgely	Ripley	Rockwood
Rogersville	Sango	Santa Fe	Savannah	Selmer
Sevierville	Sewanee	Shelbyville	Smyrna	Sneedville
Soddy-Daisy	Solway	Somerville	South Cunningham	South Fredonia
South Pittsburg	Spencer Mill	Spring City	Springfield	Spring Hill
Summertown	Surgoinville	Sweetwater	Tiptonville	Trenton

LOCAL EXCHANGE SERVICE

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SECTION 8 – LOCAL EXCHANGE SERVICE AREA

EXCHANGE SERVICE AREAS

Local exchange services are provided in the following areas subject to availability of facilities and equipment.

Triune	Troy	Tullahoma	Union City
	Vanleer		
Wartrace	Watertown	Waverly	West
	West Vanleer		Sweetwater
West Whiteville	White Bluff	White House	White Pine



## **EXHIBIT "E"**

### **APPLICANT'S OFFICERS, DIRECTORS AND MANAGEMENT TEAM**

#### **I. Directors:**

Peter Hopper	1211 Semoran Blvd. Suite 217 Casselberry, Florida 32707
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Mark L. Heimbouch	1211 Semoran Blvd. Suite 217 Casselberry, Florida 32707
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#### **II. Corporate Officers:**

Peter Hopper	President	1211 Semoran Blvd. Suite 217 Casselberry, Florida 32707
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Mark L. Heimbouch	Treasurer	1211 Semoran Blvd. Suite 217 Casselberry, Florida 32707
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David Dietz	Secretary	Goodwin, Proctor & Hoar, LLP Exchange Place Boston, Massachusetts 02109
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#### **III. Description of Management Team:**

Applicant is a wholly-owned subsidiary of DURO Communications, Inc. ("DURO"). Both Applicant's and DURO's senior management personnel possess the necessary technical capability to provide competitive local exchange, intrastate interexchange and alternate operator services in the State of Tennessee. The senior management personnel of Applicant and DURO are described on the following pages:

## MANAGEMENT DESCRIPTION

**John C. Stanley, IV** is the Chairman of the Board of Directors of DURO Communications, Inc. ("DURO") and a substantial private investor in the company. Mr. Stanley's background is in the billboard industry where he was Chief Executive Officer of Outdoor Communications, Inc. ("OCI") until it was sold in October, 1998. From April, 1996, until October, 1998, OCI acquired 33 billboard companies using a \$105 million high yield bond offering and a \$140 million bank line for financing. Mr. Stanley has a BBA degree from the University of Mississippi and currently has ownership interests and serves on the board of directors of several privately held companies.

**Peter Hopper** has been Chief Executive Officer of DURO since its inception in January, 1999. Mr. Hopper was instrumental in founding the company and successfully led efforts to secure \$30 million in equity funding. Mr. Hopper has negotiated letters of intent with ten (10) Internet service provider ("ISP") companies serving over 70,000 customers. In order to found DURO, Mr. Hopper left his role as Vice President of Helicon Cable ("Helicon"), where he managed Helicon Online, its ISP division. While at Helicon, Mr. Hopper oversaw the successful acquisition and integration of seven (7) ISPs and negotiated large cable and telecommunications infrastructure contracts. Under Mr. Hopper's leadership, Helicon Online grew to over 18,000 subscribers and generated positive cash flow of 30.0%. Mr. Hopper possesses extensive experience with the economics and operational issues required to operate an ISP for cash flow purposes. Mr. Hopper received a BS in Finance from Lehigh University.

**Mark L. Heimbouch** joined DURO in April, 1999, as its Chief Financial Officer. Mr. Heimbouch had most recently been Vice President, Mergers and Acquisitions with First Data Corporation ("First Data"), where he had also held a variety of financial policy and planning positions since 1993. While at First Data, he had responsibilities for planning, analysis and forecasting for an international financial services division with a market focus which included 160 countries outside of North America and with projected revenues of \$600 million in 1999. He also has extensive experience in mergers and acquisitions, pricing strategies, treasury management and profitability improvement measures. Prior to joining First Data, Mr. Heimbouch was with Deloitte and Touche as a tax manager. Mr. Heimbouch earned his MBA from the Fuqua School of Business at Duke University.

**John G. Isaac** joined DURO in June, 1999, as Chief Technical Officer with responsibility for planning, building and operating its data and telephony network. Mr. Isaac brings over 15 years of work experience in technical positions designing and implementing wide multi-protocol local area networks and ISP networks, including employment with Digital Equipment Corporation and consulting projects for the Department of Energy and Martin Marietta. Mr. Isaac co-founded a very successful Internet access company, ICX Online, in Knoxville, Tennessee that he and his partner sold to DURO in June, 1999. He is currently working on integrating the networks of the DURO companies to gain efficiencies and to improve overall performance. Major projects include a SuperPOP in the Carolinas Region and a switch implementation in the Mid-South Region. Mr. Isaac earned his B.S. and M.S. in Computer Science from Bowling Green State University.

## MANAGEMENT DESCRIPTION (Cont'd)

**Rebecca J. Masisak** joined DURO at its inception as Senior Vice President, Strategic Planning. While DURO's financing was being secured, Ms. Masisak operated two (2) recently integrated ISP's while acquiring and integrating a third ISP. Over a four (4) month period, Ms. Masisak turned around operations and dramatically improved network uptime and customer retention, positioning the combined companies for annual cost savings in excess of 30% and substantial organic revenue growth. Ms. Masisak was formerly a Senior Principal for American Management Systems, Inc., a consulting firm and leading provider of customer care and billing solutions for telecommunications companies, where she led the customer management practice. She has advised senior executives of clients such as AT&T WorldNet, BellSouth and First Union on strategic and operational improvement issues. Prior employment includes Coopers & Lybrand, Grant Thornton and the ownership and management of a light manufacturer in Pennsylvania. She earned an MBA from Columbia Business School.

**G. Robert Joiner** joined DURO at its inception as Senior Vice President, Corporate Development, where he has been leading the due diligence process for all DURO acquisitions and overseeing the management of DURO's Mid-South Region. Mr. Joiner was on the Board of Directors for and was an investor in Crossroads Access, a Mississippi ISP formed in late 1995, which later became one of the first DURO properties. Prior to joining DURO, Mr. Joiner was Regional Vice President of OCI where he directly oversaw operations for three (3) divisions. During Mr. Joiner's tenure with OCI, annual revenues grew from \$9 million to over \$60 million. From 1993 to 1996, as the State President of Mississippi for Waste Management, Inc., Mr. Joiner managed an operating budget of \$123 million and was responsible for sales and operations for a workforce of over 1000 people. Mr. Joiner holds a graduate degree from Auburn University in Auburn, Alabama.

**Richard M. Lee, Jr.** came to DURO in April, 1999, as Executive Vice President, Florida Region. He brings over twelve (12) years of experience in the Internet access, systems integration and telecommunications fields. Mr. Lee began his career in 1987 as Vice President of Micro Products, Inc. ("MPI"), a family start-up systems integrator in the Washington, D.C. area. Mr. Lee managed MPI for over nine (9) years until 1996, growing the firm from \$1 million in revenue in 1987 to over \$20 million in revenue in 1994. In September, 1996, he re-located to Orlando, Florida, to start a second division of MPI focused on Internet services, MPInet. Since its launch in May, 1997, MPInet has grown to over \$5 million in annual revenues and has emerged as a strong market leader in the central Florida region by offering a complete Internet solutions approach to Internet connectivity, web design, and web hosting and system integration. Mr. Lee was also recently voted Chairman of Marketing and Public Relations for the Florida Internet Service Providers Association ("FISPA"), the largest ISP association in the United States.

**Carlos "Doc" Carpenter** joined DURO in September, 1999, as Executive Vice President, Mid-South Region. He brings extensive experience in the formation and operation of telecommunications start-up companies. His strategic vision and knowledge of the telecommunications industry is manifested in the progression of his career. He was introduced to telecommunications as a technician for a small cable television operator in 1980. In 1990, he co-founded College Cable Services to provide cable television to university campuses. Over the course of seven (7) years, he guided the company

### **MANAGEMENT DESCRIPTION (Cont'd)**

to become a viable and profitable entity. In 1996, he sold his interest in College Cable Services and formed Southern Kentucky Networks (KIH Online). He grew KIH Online from a small ISP to the only statewide network for Internet services in the State of Kentucky. At its point of sale in September, 1999, KIH Online was generating over \$5 million in annualized revenue.

**EXHIBIT "F"**  
**FINANCIAL STATEMENTS**

Applicant is a wholly-owned subsidiary of DURO Communications, Inc. ("DURO"). Applicant will submit to the Commission financial information and business projections specific to DURO's operations, which further demonstrate Applicant's ability to provide the services proposed herein, under trade secret protection.

**EXHIBIT “G”**

**APPLICANT’S SMALL AND MINORITY-OWNED TELECOMMUNICATIONS  
BUSINESS PLAN**

**OPTILINK COMMUNICATIONS, INC.**

**SMALL AND MINORITY-OWNED  
TELECOMMUNICATIONS BUSINESS  
PARTICIPATION PLAN**

Pursuant to Tennessee Code Annotated § 65-5-212, as amended, OptiLink Communications, Inc. (“OptiLink”) submits this plan in order to enhance the participation of small and minority-owned businesses in the telecommunications industry in the State of Tennessee (the “Plan”).

## **I. PURPOSE**

The purpose of Section 65-5-212 is to provide opportunities for small and minority-owned telecommunications businesses to provide goods and services to telecommunications service providers within the State of Tennessee. OptiLink is committed to the goals of Section 65-5-212 and to taking steps in order to support the participation of small and minority-owned telecommunications businesses in the Tennessee telecommunications market. As such, OptiLink intends to provide opportunities for small and minority-owned businesses to compete for contracts for goods and services. Furthermore, OptiLink intends to identify and to inform small and minority-owned businesses of such opportunities. To this end, OptiLink intends to obtain a list of qualified vendors from the Department of Economic and Community Development, which administers the small and minority-owned telecommunications business assistance program.

## **II. DEFINITIONS**

As defined in Section 65-5-212, “small business” means a business which has annual gross receipts of less than four million dollars (\$4,000,000). “Minority-owned business” means a small business which is solely-owned by, or at least fifty-one percent (51%) of the assets or outstanding stock is owned by, an individual who personally manages and controls daily operations of such business and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin.



### **III. ADMINISTRATION**

The Plan will be overseen and administered by the individual named below (hereinafter referred to as the “Administrator”), who will be responsible for carrying out and promoting OptiLink’s efforts at providing equal opportunities for small and minority-owned telecommunications businesses. The Administrator of the Plan will be:

Richard W. Gourley  
OptiLink Communications, Inc.  
162 South Virginia Avenue  
Tifton, Georgia 31794  
Tel: (912) 382-3635  
Fax: (912) 382-6951

The Administrator’s responsibilities will include:

- (i) maintaining an updated Plan in full compliance with Section 65-5-212 and with the rules and regulations of the Tennessee Regulatory Authority (“TRA”);
- (ii) developing and implementing policies and procedures necessary for the Plan’s success at increasing participation by small and minority-owned telecommunications businesses;
- (iii) preparing and submitting such information as may be required by the TRA from time to time, including, *inter alia*, required annual updates;
- (iv) serving as the primary contact point between OptiLink and the TRA, other agencies of the State of Tennessee and small and minority-owned businesses;
- (v) developing (and encouraging the development of) opportunities for small and minority-owned telecommunications businesses to bid on and participate in OptiLink contracts; and
- (vi) establishing a recordkeeping system to track OptiLink’s efforts at encouraging participation by small and minority-owned telecommunications businesses.

In performance of these duties, the Administrator intends to utilize a number of resources, including: the United States Department of Commerce (Small Business Administration and Office of Minority Business), the Tennessee Department of Economic and Community Development, and local Chambers of Commerce throughout the State of Tennessee. In addition, OptiLink intends to contact certain coalitions whose mission is to increase minority participation in business (*e.g.*, the National Minority Supplier Development Council, the National Association of Minority Contractors).

#### **IV. RECORDS AND COMPLIANCE REPORTS**

OptiLink intends to maintain records of (i) qualified small and minority-owned telecommunications businesses, and (ii) OptiLink's efforts to use the goods and services of such businesses, including internal educational or training activities conducted to implement or to improve the Plan. OptiLink will submit to the TRA all records concerning the plan which are required by the TRA, and intends to cooperate fully with all surveys, studies or information requests authorized by the TRA.

## **EXHIBIT "H"**

### **APPLICANT'S YEAR 2000 READINESS DISCLOSURE**

Applicant is a newly-created telecommunications carrier. As such, Applicant does not currently utilize any legacy systems that are not Year 2000 compliant. To the extent that it provides telecommunications services over its own facilities, Applicant will utilize facilities that are Year 2000 compliant.

**EXHIBIT "I"**

**APPLICANT'S TOLL DIALING PARITY PLAN**

**OPTILINK COMMUNICATIONS, INC.**

**INTRALATA TOLL DIALING PARITY PLAN**

## **I. INTRODUCTION**

Pursuant to regulations promulgated by the Federal Communications Commission ("FCC"),<sup>1</sup> OptiLink Communications, Inc. ("OptiLink") intends to implement technologies which will provide end user customers ("Customer(s)") with the opportunity to designate a presubscribed carrier for their intraLATA toll traffic. Once the Customer has made such a designation, intraLATA toll calls will automatically be directed to the designated carrier without additional action on the part of the Customer (*e.g.*, without requiring the Customer to dial an access code); in addition, Customers will continue to have the option to utilize additional intraLATA toll carriers on a call-by-call basis by dialing access codes. This Plan will be implemented throughout all exchanges in Tennessee. OptiLink intends to offer its services in all LATAs in Tennessee.

## **II. METHODOLOGY**

OptiLink will utilize "multiple Primary Interexchange Carrier ('PIC')" technology to implement intraLATA toll dialing parity. Multiple-PIC technology will allow Customers the capability to presubscribe to the same or different carriers for their intraLATA toll and interLATA service. In addition, OptiLink will offer Customers the ability to access all participating carriers (who have established themselves as access customers under applicable OptiLink tariffs) by dialing the appropriate access code (*i.e.*, 10XXX, 101XXXX) when placing individual toll calls. Any tariff affected by this Plan will be revised where appropriate, and such revisions will be filed with all applicable regulatory authorities.

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<sup>1</sup>47 C.F.R. §51.213(a) (requiring each local exchange carrier offering local exchange service in a state to file a intraLATA toll dialing parity plan). *See also* In the Matters of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996 *et al.*, FCC 99-54, CC Docket 96-98 (Order adopted March 19, 1999, released March 23, 1999).

OptiLink does not intend to recover the costs associated with implementing the Plan.

### **III. CARRIER INFORMATION**

Carriers will have the option of (i) offering intraLATA toll service only or offering intraLATA toll and interLATA service and (ii) participating in all market areas or only in specific market areas. OptiLink will notify potential carriers prior to the initial availability of presubscription in a particular market area.

A carrier will be required to return a completed Non-Disclosure and Participation Agreement, which will be provided to individual carriers as part of the OptiLink correspondence process. Carriers wishing to participate will be requested to submit Access Service Requests/Translation Questionnaires to the Access Tandem owner (*i.e.*, the incumbent local exchange carrier (“ILEC”)) and to OptiLink.

OptiLink will not participate in billing disputes between the Customer and the alternative carrier arising out of or related to the provision of intraLATA toll services.

### **IV. NETWORK INFORMATION**

All originating intraLATA toll traffic will initially be routed via the ILEC Access Tandem. Each participating carrier must have Feature Group “D” trunks in place (or ordered) between its point of presence and the ILEC Access Tandem(s).

OptiLink will route all originating intraLATA toll traffic to the designated carrier and will only block traffic at the request of the Customer and/or in compliance with applicable law and regulations. OptiLink will not honor requests from carriers to block traffic or to remove Customers from the carrier’s network. Calls that cannot be completed to a carrier will be routed to a recorded announcement.

## **V. CUSTOMER CONTACT INFORMATION**

OptiLink's customer contact representatives will process Customer-initiated PIC selections to OptiLink or to an alternative intraLATA toll carrier as designated by the Customer. In addition, alternative carriers may submit PIC changes to OptiLink via a fax/paper interface; in this event, carriers will be required to submit PIC changes using the Customer Account Record Exchange ("CARE") 960-byte format via paper medium. OptiLink will provide carriers with PIC order confirmation and reject information using the CARE format. Specific details regarding CARE will be provided to participating carriers.

Existing Customers will be notified of OptiLink's implementation of intraLATA toll dialing parity via billing insert within two (2) billing cycles after Commission approval of this Plan. OptiLink will not automatically assign a PIC selection (for itself or any other carrier) to any existing Customer without receipt of that Customer's written consent. Should written OptiLink correspondence to an existing Customer go unanswered, no PIC change will be made. OptiLink will accept a selection of "NO PIC" as a bona-fide PIC selection; "NO PIC" Customers will have access code dialing capability to reach participating intraLATA toll carriers.

OptiLink will inform new Customers of their right to choose an intraLATA toll carrier, and will process Customer-initiated PIC selections to OptiLink or to an alternative intraLATA toll carrier as designated by the Customer. In the event that a new Customer is unable or unwilling to select an intraLATA toll carrier, OptiLink will enter a PIC selection of "NO PIC" for such Customer, and will advise such Customer that he or she will have access code dialing capability to reach participating intraLATA toll carriers. OptiLink will provide all Customers with a confirmation notification of their PIC selection.



Upon Customer request, OptiLink's representatives will provide alternative carrier names (and, if supplied by the alternative carrier, telephone numbers) to new or existing Customers in random, competitively neutral order. However, OptiLink's representatives will not discuss alternative carrier rates or services with Customers, nor will they provide Customers with Carrier Identification Codes or access dialing instructions. OptiLink's representatives will not initiate or accept three-way calls from alternative carriers to discuss presubscription.

#### **VI. COMPLIANCE WITH LAWS/ ANTI-SLAMMING PROCEDURES**

OptiLink will provide nondiscriminatory access to telephone numbers, operator services, directory assistance and directory listings in all areas served. OptiLink will comply with all rules promulgated by the FCC and TRA, including the TRA's anti-slamming rules. OptiLink's procedures to protect consumers against slamming will conform to the requirements of TRA Rule 1220 4-2.56.

#### **VII. PRESUBSCRIPTION INFORMATION**

A five dollar (\$5.00) PIC Change Charge will be incurred and billed to the Customer for each eligible line where a PIC change is made. However, OptiLink intends to provide Customers with a thirty (30) day PIC Change Charge waiver period. Beginning one hundred and eighty (180) days after the implementation of this Plan, OptiLink will offer intraLATA PIC Freeze service to all Customers at no charge, in an effort to reduce unauthorized PIC changes. PIC Freeze can only be initiated or removed by the Customer's verbal or written request.

For Customers who change their local service provider from another local exchange carrier ("Other LEC") but retain the telephone number assigned by the Other LEC, OptiLink, as part of the CARE PIC process, will provide the designated intraLATA carrier with both the retained Other LEC telephone number and the OptiLink-assigned telephone number.

**EXHIBIT “J”**

**PRE-FILED TESTIMONY OF RICHARD W. GOURLEY,**  
**VICE PRESIDENT OF APPLICANT**

**BEFORE THE**  
**TENNESSEE REGULATORY AUTHORITY**

IN RE:	)	
	)	
APPLICATION OF OPTILINK	)	
COMMUNICATIONS, INC. FOR A	)	
CERTIFICATE OF PUBLIC CONVENIENCE	)	
AND NECESSITY TO PROVIDE LOCAL	)	
EXCHANGE SERVICE, INTRASTATE	)	DOCKET NO. _____
INTEREXCHANGE SERVICES AND	)	
ALTERNATE OPERATOR SERVICES WITHIN	)	
THE STATE OF TENNESSEE	)	

**DIRECT TESTIMONY OF RICHARD W. GOURLEY**  
**ON BEHALF OF OPTILINK COMMUNICATIONS, INC.**

Charles A. Hudak, Esq.  
Gerry, Friend & Sapronov, LLP  
Three Ravinia Drive, Suite 1450  
Atlanta, Georgia 30346-2131  
Tel: (770) 399-9500  
Fax: (770) 395-0000

And

Henry Walker, Esq.  
Boult Cummings Conners & Berry PLC  
414 Union Street, Suite 1600  
P.O. Box 198062  
Nashville, Tennessee 37219  
Tel: (615) 252-2399  
Fax: (615) 252-6399

COUNSEL FOR OPTILINK  
COMMUNICATIONS, INC.

1     **Q.     PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2     A.     My name is Richard W. Gourley, and my business address is 162 South Virginia Avenue,  
3           Tifton, Georgia 31794.

4     **Q.     BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

5     A.     I am employed by OptiLink Communications, Inc. ("OptiLink") as Vice President.

6     **Q.     PLEASE IDENTIFY OPTILINK.**

7     A.     OptiLink, a Georgia corporation, was incorporated on April 22, 1998. Since its creation,  
8           OptiLink has operated as a local exchange and long distance telecommunications carrier in  
9           the State of Georgia. On December 23, 1999, OptiLink was acquired by DURO  
10          Communications, Inc. ("DURO"), a leading Internet service provider operating in the  
11          southeastern United States.

12    **Q.     WHAT ARE YOUR RESPONSIBILITIES WITH OPTILINK?**

13    A.     As Vice President of OptiLink, I am responsible for overseeing telecommunications strategic  
14          planning, new business development, long range planning, network development and  
15          implementation and regulatory compliance.

16    **Q.     PLEASE PROVIDE A BRIEF SUMMARY OF YOUR EDUCATION AND WORK  
17          EXPERIENCE.**

18    A.     Witnessing the significant changes in the telecommunications industry which have occurred  
19          over the last twenty years, I have developed the technical and managerial skills necessary to  
20          assist OptiLink in its successful provision of telecommunications services. Prior to joining  
21          OptiLink, I began my career at Plant Telephone Company ("Plant Telephone") as an  
22          Engineer in 1979. Having developed expertise in all phases of telephone engineering, I was  
23          promoted to Chief Engineer in 1983. As Chief Engineer, I became knowledgeable in all of

1 Plant Telephone's businesses, and I developed a specific expertise in Plant Telephone's  
2 cellular business. Eventually gaining the title of Vice President of Planning/Engineering, I  
3 became skilled in marketing, customer service, customer care and most notably network  
4 deployment and integration. Following my position at Plant Telephone, I joined Telcom  
5 Group, Inc. ("Telcom Group") where I was responsible for strategic planning, new business  
6 development, long range planning and network development for Telcom Group, Plant  
7 Cellular, Inc., and Phoenix Wireless Group, Inc. Additionally, in 1996, I co-founded Surf  
8 South, Inc., the largest Internet service provider in south Georgia. In 1987, I received a B.S.  
9 in Physics from the University of Oklahoma. I was also awarded a B.S. in Electrical  
10 Engineering at the University of Oklahoma in 1988. I am currently a member of the IEEE  
11 Communications Society, the IEEE Computer Society, Tau Beta Pi, and Eta Kappa Nu.

12 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

13 A. The purpose of my testimony is to support OptiLink's application for authority to provide  
14 facilities-based and resold local exchange, intrastate interexchange (interLATA and  
15 intraLATA toll), and alternate operator services as a competitive telecommunications service  
16 provider within the State of Tennessee.

17 **Q. WILL OTHER WITNESSES BE TESTIFYING ON BEHALF OF OPTILINK?**

18 A. No.

19 **Q. ARE YOU FAMILIAR WITH THE APPLICATION THAT OPTILINK HAS**  
20 **SUBMITTED TO THE TRA?**

21 A. Yes, I am.

22

1     **Q.   DO YOU RATIFY AND CONFIRM THE STATEMENTS AND**  
2     **REPRESENTATIONS MADE IN THE APPLICATION?**

3     A.   Yes, I do.

4     **Q.   PLEASE DESCRIBE OPTILINK AND ITS BUSINESS ACTIVITIES.**

5     A.   OptiLink was created in 1998 to provide a single resource for a wide variety of  
6     telecommunications, data communications and Internet services to residential and business  
7     customers located in Tier III and Tier IV cities in the southeastern United States. Since its  
8     creation, OptiLink has begun providing telecommunications services to customers in the  
9     State of Georgia. Moreover, OptiLink has filed, or is in the process of filing, applications  
10    for authority to provide the telecommunications services described herein in the states of  
11    Alabama, Florida, Kentucky, Mississippi, North Carolina and South Carolina. OptiLink has  
12    not been denied authority to provide intrastate telecommunications services in any state and  
13    has not been subject to any regulatory penalties for violating state or federal  
14    telecommunications statutes, rules or regulations (*e.g.*, slamming).

15    **Q.   HAS OPTILINK EVER PROVIDED SERVICE IN THE STATE OF TENNESSEE**  
16    **UNDER ANY OTHER NAME?**

17    A.   No, OptiLink has never offered service in the State of Tennessee under any other name.

18    **Q.   PLEASE DESCRIBE THE AUTHORIZATION SOUGHT BY OPTILINK IN THIS**  
19    **PROCEEDING.**

20    A.   OptiLink is seeking authority to provide facilities-based and resold local exchange, intrastate,  
21    interexchange (interLATA and intraLATA toll) and alternate operator services as a  
22    competitive telecommunications service provider throughout the entire state of Tennessee  
23    as authorized by the TRA.

1     **Q.     PLEASE DESCRIBE HOW OPTILINK PROPOSES TO PROVIDE LOCAL**  
2           **EXCHANGE, INTRASTATE INTEREXCHANGE AND INTRASTATE**  
3           **ALTERNATE OPERATOR SERVICES THROUGHOUT THE STATE OF**  
4           **TENNESSEE.**

5     A.    OptiLink intends to provide its services (i) by reselling the services of other certificated local  
6           exchange carriers, long distance carriers and alternate operator service providers operating  
7           in the State of Tennessee, and (ii) by leasing unbundled network elements obtained from  
8           certificated incumbent local exchange carriers operating in the State of Tennessee.

9     **Q.     PLEASE DESCRIBE THE TECHNICAL RESOURCES OF OPTILINK.**

10    A.    OptiLink has sufficient technical capability to provide the services for which authority is  
11          requested in the Application. Currently, OptiLink provides local exchange, long distance  
12          and alternate operator services in the State of Georgia. Descriptions of OptiLink's  
13          management personnel, who are responsible for OptiLink's telecommunications operations,  
14          are set forth at Exhibit "E" of the Application.

15    **Q.     PLEASE DESCRIBE THE MANAGERIAL RESOURCES OF OPTILINK.**

16    A.    OptiLink's management has the extensive business, technical, operational and  
17          telecommunications regulatory experience essential to operating a successful  
18          telecommunications company. A description of OptiLink's management is set forth at  
19          Exhibit "E" of the Application.

20    **Q.     PLEASE DESCRIBE OPTILINK'S FINANCIAL CAPABILITY TO PROVIDE THE**  
21          **SERVICES PROPOSED HEREIN.**

22    A.    OptiLink possesses sufficient financial capability to provide its local exchange, intrastate  
23          interexchange and alternate operator services on a continuous basis in the State of Tennessee.

1 As a wholly-owned subsidiary of DURO, OptiLink has the assurance of its parent that it will  
2 be provided with the capital necessary to support its operations. OptiLink will submit  
3 financial information and business projections specific to DURO's operations, which further  
4 demonstrate OptiLink's ability to provide the services proposed herein, under trade secret  
5 protection.

6 **Q. PLEASE IDENTIFY THE CERTIFICATED AREAS FOR WHICH OPTILINK IS**  
7 **REQUESTING AUTHORITY IN THIS APPLICATION.**

8 A. OptiLink is seeking to provide facilities-based and resold local exchange, intrastate  
9 interexchange (interLATA and intraLATA toll) and alternate operator services throughout  
10 the entire State of Tennessee to the fullest extent permitted by applicable law or TRA order.

11 **Q. PLEASE DESCRIBE THE SERVICES OPTILINK INTENDS TO OFFER**  
12 **PURSUANT TO THE AUTHORITY REQUESTED IN THIS APPLICATION.**

13 A. OptiLink intends to provide a wide variety of local voice and data telecommunications  
14 services to consumers in the State of Tennessee, including single and multi-line residential  
15 and business services; prepaid local exchange services; complex services such as  
16 CENTREX, high-capacity private line (e.g., T-1, DS-1, DS-3, OC-3, OC-12), ISDN, digital  
17 subscriber line, and frame relay services; directory listing services; and optional CLASS  
18 service features such as call waiting, call forwarding, three-way calling, speed dialing, call  
19 return, unpublished number and caller identification.

20 OptiLink also intends to resell the services of other certificated common carriers for  
21 the purpose of providing switched and switchless, intrastate, interLATA and intraLATA toll  
22 (as permitted by the TRA) voice and data telecommunications services. Specifically,  
23 OptiLink intends to offer direct dial ("1+") services, measured toll services, private line



1 services, frame relay services, toll-free (*e.g.*, “800”, “888”) services, travel card services and  
2 prepaid calling card services throughout the State of Tennessee.

3 Finally, OptiLink also intends to provide a wide variety of intrastate, local exchange,  
4 intraLATA toll and interLATA (as permitted by the TRA) alternate operator service calls  
5 which (i) are originated using OptiLink’s operator services, (ii) are billed to the consumer  
6 or to a specified location, and (iii) require operator assistance.

7 **Q. HOW WILL OPTILINK PERFORM BILLING AND CUSTOMER SERVICE**  
8 **FUNCTIONS FOR THE SERVICES OFFERED?**

9 A. OptiLink intends to bill its customers directly for its telecommunications services. The  
10 charges, based upon the rates which will be set forth in OptiLink’s tariffs, OptiLink’s name,  
11 and its telephone number for customer assistance will appear on all invoices. In addition,  
12 consumers may contact OptiLink’s customer service representatives regarding a broad range  
13 of service matters, including (i) the types of services offered by OptiLink and the rates  
14 associated with such services, and (ii) problems or concerns pertaining to the consumer’s  
15 current service. OptiLink’s customer service representatives will be available to assist  
16 consumers twenty-four (24) hours per day, seven (7) days per week.

17 **Q. WILL OPTILINK COMPLY WITH ALL APPLICABLE TRA RULES AND**  
18 **TENNESSEE LAWS?**

19 A. OptiLink hereby asserts its willingness and ability to comply with all rules and regulations  
20 that the TRA may impose subject to Tennessee law as now or hereafter enacted.

21 **Q. IN YOUR OPINION, IS THE GRANTING OF OPTILINK’S APPLICATION IN THE**  
22 **PUBLIC INTEREST?**

23 A. Yes. Grant of OptiLink’s request for authority to provide all forms of intrastate

1 telecommunications services will increase competition for consumers of such services within  
2 the State of Tennessee. Competition, in turn, will encourage efforts by other certificated  
3 telecommunications providers to broaden the range of choices for Tennessee consumers of  
4 local exchange, long distance and alternate operator services. OptiLink submits that, based  
5 on the information supplied herein, its proposed service offerings will provide Tennessee  
6 consumers with high quality telecommunications products and services at reasonable rates  
7 while encouraging innovation and efficiency among all providers of telecommunications  
8 products and services in Tennessee.

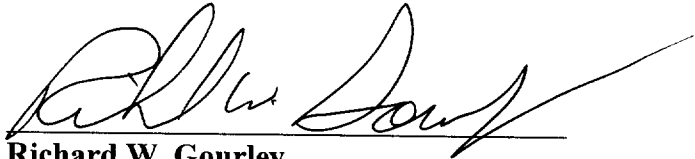
9 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

10 A. Yes, it does.

**AFFIDAVIT**

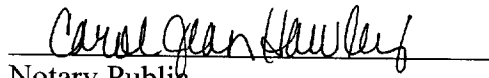
**PERSONALLY APPEARED** before the undersigned, duly authorized to administer oaths, Richard W. Gourley, Vice President of OptiLink Communications, Inc., who, after being duly sworn deposes and says that the facts contained in the foregoing Testimony, are true and correct to the best of his knowledge and belief.

**OPTILINK COMMUNICATIONS, INC.**



**Richard W. Gourley**  
**Vice President**

Sworn to and subscribed before me  
this 2nd day of February, 2000.

  
Notary Public

My commission expires: March 3, 2003

